

RETURNS
RELATIVE TO THE LETTING
OF THE
RAILWAY WORK
BETWEEN
EMORY'S BAR AND PORT MOODY, B.C.

Printed by Order of Parliament.



OTTAWA:
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To an ADDRESS of the HOUSE OF COMMONS, dated 20th February, 1882 ;—
For copies of Advertisements, Specifications, Conditions, Tenders, Correspondence, Orders in Council, and all other papers relative to the Letting of the Railway work between Emory's Bar and Port Moody, B.C.

By command,

J. A. MOUSSEAU,

Department of the Secretary of State,
27th February, 1882.

Secretary of State.

CANADIAN PACIFIC RAILWAY.

EMORY'S BAR TO PORT MOODY.

Notice to Contractors. Tender for Work in British Columbia.

Scaled Tenders will be received by the undersigned up to noon on Wednesday, the 1st day of February next, in a lump sum, for the construction of that portion of the road between Port Moody and the West-end of Contract 60, near Emory's Bar, a distance of about 85 miles.

Specifications, conditions of contract and forms of tender may be obtained on application at the Canadian Pacific Railway Office, in New Westminster, and at the Chief Engineer's Office at Ottawa, after the 1st January next, at which time plans and profiles will be open for inspection at the latter office.

This timely notice is given with a view to giving Contractors an opportunity of visiting and examining the ground during the fine season and before the winter sets in.

Mr. Marcus Smith, who is in charge of the office at New Westminster, is instructed to give Contractors all the information in his power.

No tender will be entertained unless on one of the printed forms, addressed to F. Braun, Esq., Sec. Dept. of Railways and Canals, and marked "Tender for C. P. R."

F. BRAUN, *Secretary.*

Dept. of Railways and Canals,
Ottawa, Oct. 24th, 1881.

CANADIAN PACIFIC RAILWAY, OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 15th Oct., 1881.

SIR,—I have the honor to report that the revised location of the line for the Canadian Pacific Railway, between Emory's Bar and Port Moody in British Columbia, is completed, and the preparation of the plans, profiles and specifications far advanced, so much so that I believe I may confidently say they will be finished about the 1st January next.

Tenders for the work can therefore be invited at any time thereafter that the Government may desire. In this connection I may be permitted to remark that as the completion and putting under traffic of the section now under contract between Emory's Bar and Kamloops would not be of the same benefit towards the develop-

ment of the resources of the country, as if the whole line from tide-water to Kamloops was in a condition to be operated; and, further, the construction of the section from Kamloops easterly through the Rocky Mountains cannot be conducted to the same advantage without rail communication with the sea coast, it therefore appears to me important to have the section between Emory's and Port Moody completed no later than that portion between Emory's and Kamloops.

In order to accomplish this object, I would suggest that authority be given to invite tenders at an early date, thus giving contractors an opportunity of visiting the ground during the fine weather and before winter sets in.

As the plans, profiles and specifications will show very clearly the work required to be done, I recommend that the contract be let under the "lump sum" system, the contractors being required to carry out all the works shown and specified in the above-named documents for the said "lump sum," but that a schedule of prices be given the tender to be made use of in making additions or deductions from the lump sum, in case of changes in the work, either reducing or increasing it.

I have further to state that I am strongly of opinion, it would be in the interest of the economical prosecution of the work to let it as a whole, in one contract, and for the following reasons recommend that this course be adopted:—

First, Because the rails and fastenings will have to be transported over the line from Port Moody.

Second, Because such a course will very largely reduce the competition for labor.

Third, Because the work is of such a character as will necessitate the employment of a large amount of plant and rolling stock.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, *Engineer-in-Chief.*

F. BRAUN, Esq., Secretary, Department of Railways and Canals.

OTTAWA, 18th October, 1881.

(*Memorandum.*)

The undersigned has the honor to represent that the Chief Engineer of the Canadian Pacific Railway has reported that the revised location of the line to be followed by that railway between Emory's Bar and Port Moody, in British Columbia, a distance of about eighty-five miles, has now been effected, and that the plans, profiles and specifications will, he expects, be prepared about the 1st of January next. He further reports that the completion and putting under traffic of the section now under contract between Emory's Bar and Kamloops would not be of the same benefit towards the development of the resources of the country as if the whole force, tide-water to Kamloops, were in a condition to be operated, and also that the construction of the section from Kamloops, easterly, through the Rocky Mountains, cannot be conducted to the same advantage without rail connection with the sea coast. He, therefore, considers it important to have the section between Emory's Bar and Port Moody completed no later than that portion between Emory's Bar and Kamloops, and advises the calling of tenders therefor at an early date, in order to afford contractors an opportunity of visiting the ground during fine weather, and before winter sets in.

That, in the opinion of the Chief Engineer, it would tend towards the economical prosecution of the work that it should be let as a whole, in one contract, such a course being, he considers, advisable on the grounds; 1st. That the rails and fastenings will have to be transported over the line from Port Moody; 2nd. That the adoption of this course will very largely reduce the competition for labor; 3rd. Because the work is of such character as to necessitate the employment of a large amount of plant and rolling stock.

That the Chief Engineer further advises that the work be let upon the "lump sum" system, the contractors being required to carry out all the works shown by the

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plans, profiles and specifications for a fixed sum, provision being, however, made in a schedule of prices to be given with the tender, for additions to or deductions from such sums, in the event of changes being made.

The undersigned, concurring in the views of the Chief Engineer, as above set forth, recommends that authority be given for the calling for tenders for the construction of this section. The work to be let in one contract, and upon the "Lump Sum" system.

Respectfully submitted,

CHARLES TUPPER, *Min. Railways & Canals.*

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 19th October, 1881.

On a memorandum dated 18th October, 1881, from the Minister of Railways and Canals, representing that the Chief Engineer of the Canadian Pacific Railway has reported that the revised location of the line to be followed by that railway between Emory's Bar and Port Moody, in British Columbia, a distance of about eighty-five (85) miles has now been effected, that the plans, profiles and specifications will, he expects, be prepared about the 1st of January next. That he further reports that the completion and putting under traffic of the section now under contract between Emory's Bar and Kamloops would not be of the same benefit towards the development of the resources of the country as if the whole line from tide-water to Kamloops were in a condition to be operated, and also that the construction of the section from Kamloops, easterly, through the Rocky Mountains, cannot be conducted to the same advantage without rail connection with the sea coast.

That he, therefore, considers it important to have the section between Emory's Bar and Port Moody completed no later than that portion between Emory's Bar and Kamloops, and advises the calling of tenders therefor at an early date, in order to afford contractors an opportunity of visiting the ground during the fine weather and before winter sets in.

That, in the opinion of the Chief Engineer, it would tend towards the economical prosecution of the work that it should be let as a whole, in one contract, such a course being, he considers, advisable on the grounds: 1st. That the rails and fastenings will have to be transported over the line from Port Moody; 2nd. That the adoption of this course will very largely reduce the competition for labor; 3rd. Because the work is of such character as to necessitate the employment of a large amount of plant and rolling stock.

That the Chief Engineer further advises that the work be let upon the "lump sum" system, the contractor being required to carry out all the works shown by the plans, profiles and specifications for a fixed sum, provision being, however, made in a schedule of prices to be given with the tender, for additions to, or deductions from such sum, in the event of changes being made.

The Minister, concurring in the views of the Chief Engineer as above set forth, recommends that authority be given for the calling for tenders for the construction of the section between Emory's Bar and Port Moody, and that the work be let in one contract and upon the "lump sum" system.

The Committee submit the above recommendation for Your Excellency's approval.

Certified. J. O. COTÉ, *Clerk P. C.*

(Telegram.)

VICTORIA, B.C., 12th Nov., 1881.

Hon. Sir CHARLES TUPPER.

Mr. Smith reports line, Port Moody to Emory, now definitely located and ready for inspection by intending contractors, and that profile can be seen at his office, New Westminster. Do you intend notice to this effect should be published as contemplated?

JOS. TRUTCH.

OTTAWA, 14th November, 1881.

Hon. JOSEPH TRUTCH, Victoria, B.C.

Notices for tenders for lines between Port Moody and Emory now being published.

F. BRAUN, *Secretary*.

OTTAWA, 19th December, 1881.

SIR,—I am instructed to request that you will be pleased to prepare, for the use of this Department, a form of contract for the construction of that portion of the Canadian Pacific Railway between Port Moody and the west end of Contract No. 60, near Emory's Bar, B.C., the contractors executing the whole of the works mentioned in the specifications for a lump sum, and not at schedule rates.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary*.

Z. A. LASH, Esq., O.C., D.M.J., Ottawa.

OTTAWA, 27th December, 1881.

(*Re-Contract, C.P.R.*)

SIR,—I return printed proof of draft contract, lump sum system. This draft I settled after consultation with Mr. Schrieber respecting the details of the work.

I have followed the form of contract which has been in use for several years, making the necessary changes required by the lump sum system instead of that of the schedule of prices.

Attention is specially called to the addition to clause 28, which I have prepared at the suggestion of the Hon. J. H. Pope, who was acting as Minister of Railways and Canals a few weeks ago.

Attention is also called to clause 36, which is new, but which, I think will be found of very great service in certain events.

I also enclose the printed form of agreement respecting the securities to be deposited, sent to me for approval. The alterations made are, I think, desirable.

I have the honor to be, your obedient servant,

Z. A. LASH, *D.M.J.*

F. BRAUN, Esq., Ottawa.

CANADIAN PACIFIC RAILWAY.

FROM EMORY'S BAR AT THE WEST END OF CONTRACT 60 TO PORT MOODY
(BURREARD INLET), BRITISH COLUMBIA.

Specification for the Construction of the Work.

1. This specification refers to the works of construction and materials required in making and building the railway as comprehended by the contract, comprising clearing, close cutting, grubbing, cross-logging, temporary and permanent fencing, excavation, draining, ditching, foundation works, water-ways, public road crossings, farm road crossings, road and stream diversions, embankments, bridge, culvert and retaining wall masonry, concrete, paving, rip-rap, crib work, crib-wharfing, pile, trestle, truss and swing bridges and viaducts, log culverts, tunnels, sleepers, track bolts and spikes, taking delivery of the rails and fish-plates at ship's rail, ballasting, track-laying, points, crossings, switches, signals, turn-outs, sidings, wharf at Port Moody, station buildings, water tanks and water services, with the requisite machinery and

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fittings and other works of every description, whether temporary or permanent, which may be necessary for the entire completion according to the following specification, profiles and drawings hereto attached, of that portion of the Canadian Pacific Railway above named and referred to, and more particularly shown on the plan of the same (drawings Nos. 1 and 2,) being a distance of about 85½ miles of single track with the requisite turn-outs and station sidings, and also the maintenance of all the works during their construction and until the final estimate is issued and the works formally accepted as complete by the Minister of Railways and Canals.

2. The contractor is to enclose all the open or cultivated ground as delivered to him by the Minister of Railways and Canals for the purposes of this contract with a good fence, which, if he prefers, may in the first instance be temporary, and shall keep the same enclosed during the progress of the works until the termination of the contract, including the period for maintenance of the works, so as effectually to preserve the adjoining land from trespass and prevent any injury whatever to any parties by reason of the want of sufficient fences to separate their lands from the works, and the contractor shall be wholly responsible for all damages to crops and all the consequences of insufficient fencing.

3. Before the termination of the contract the contractor shall construct a permanent fence throughout such parts of the line as indicated on the plans and profiles.

CLEARING, ETC.

4. Where the railway passes through wooded sections, the land must be cleared to the width of sixty-six feet on each side of the centre line, or such further width as may be required for slopes of cuttings and fences; also for a width of 300 feet on each side of the centre line at stations, for a length of 2,000 feet.

5. The clearing is to be done so that all the brush, logs, and other loose material within its limits shall be burned or removed. In no case shall any of the brush or logs be cast back upon the adjacent timber lands; they must invariably be made into piles near the centre of the space to be cleared, and if not removed for fuel or otherwise used, they must be entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods, must be dragged out and burned or removed. The land must be left in a clean condition.

Close Cutting.

6. Where embankments are to be formed less than four feet or more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment, and burned.

Grubbing.

7. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible burnt; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed, and there piled. Directions will be given at the proper time, as to the extent of ground required to be cleaned, close cut, and grubbed. The side ditching and off-take drains must also be grubbed.

FENCING.

8. The railway grounds, where they adjoin occupied or pasture lands, will be enclosed with a strong snake fence, made with round or split rails of Douglas fir or cedar 12 to 15 feet in length, and having a cross-section of not less than 12 square inches. The lower rails will be laid on blocks so as to raise them 6 inches above the general level of the ground. They will be secured at the angles by two slanting posts set not less than one foot in the ground, and crossing each other above the top rail.

These posts may be round or split, and shall have a cross-section not less in dimensions than that of the rails, and they shall be of cedar or Douglas fir; they will be held in place at the top by a heavy rail or rider laid in the angle above the posts. The fence, when completed, shall be not less than 5 feet high above the general level of the ground, as per drawing No. 11. Over ground subject to overflow a strong post and barb wire fence will be substituted and placed where the Engineer may direct.

GRADING.

9. Under this term is included all excavations and embankments and surface forming, whatever may be the materials, and whether the same be required for the line of railway, or for the diversion or forming of water-courses, roads, approaches to bridges or level crossings, draining and off-take ditches, station grounds and all other works, contingent upon, or relating to excavations and embankments, as required by the nature of the contract or described in this specification.

Time of commencement and Damage to Crops.

10. In woodland the grading will be commenced after the clearing, close cutting and grubbing required is completed to the satisfaction of the Engineer, and in cultivated sections, the Contractor will be held responsible for damages to crops.

Profile.

11. The red line on the profile exhibited, according to drawings Nos. 3 and 4, indicates the formation level, that is, the surface of the tops of embankments and the bottoms of cuttings previous to the laying and ballasting of the permanent way. The black undulating line represents the present surface of the ground, and the blue line the level of the top of rail which is 16 inches above formation level.

Cuttings.

12. The cuttings shall be formed to the cross-section exhibited according to drawings Nos. 6 and 7. The width at formation level will be 22 feet, and the inclination of the slopes in earth will be one and a half horizontal to one perpendicular. In rock cuttings the slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berm of six feet shall be left on the surface of the rock. But these proportions may be varied by the Engineer to suit the nature of the materials to be excavated and ensure the stability of the slopes.

Ditches in Cuttings.

13. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings shall invariably be rounded, and left at not less than six inches lower at the sides than in the centre. There shall be a side ditch at the foot of each slope throughout the whole length of the cuttings, the bottom of which shall be kept 12 inches below the roadway on the centre line, and lower if necessary, with a fall towards the ends of the cuttings so as thoroughly to drain the same. The cuttings shall be widened a little at the ends, and these ditches carried into the ditches at the sides of the embankments, so as not to injure the latter.

Drains in Cuttings.

14. In very wet cuttings, arising from springs or soakage, drains shall be formed at the foot of the slopes averaging about four feet deep, formed with a bed of three poles, two to three inches in diameter, laid breaking joint in the bottom of the trench and then filled up with coarse gravel or broken stone not larger than ordinary road metal. In level cuttings the trenches must be dug to a greater depth than four feet at the ends, so as to give sufficient flow for the water.

Catch-water Ditches.

15. Ditches shall be formed at one or both sides of the cuttings, as the inclination of the ground may require, so as to exclude from them any water draining off or flowing from the adjoining lands. They shall not be nearer than twenty feet from the top of the slopes, and shall be graded to such depths as to carry the water clear of the cutting and into the ditches at the sides of the embankments, or to the nearest water-course.

Slope Drains.

16. The cuttings shall, in all cases, during the progress of the work as well as afterwards, be kept perfectly dry; and whenever the slopes are wet and the material seriously affected by springs, soaks, heavy rains or thaws, they shall be thoroughly drained by forming oblique drains up the slopes, not less than 3 feet deep, and at such intervals as the Engineer may direct; such drains to be filled with broken stone or coarse gravel as already described.

Slips.

17. When slips occur in the cuttings after they are properly formed, the material must be immediately removed by the Contractor, the slopes re-formed, and such precautions adopted as the Engineer may deem necessary.

Embankments.

18. The embankments shall be formed according to drawing No. 8. The materials taken from the cuttings or borrow pits to be used in forming the embankments and road approaches must be approved by the Engineer; ice or snow must be excluded. When the quantity of the cutting is more than sufficient to make the embankment of the specified width, the surplus material may be wasted; but in every case where either borrowing or wasting is resorted to, the material must be taken and deposited as the Engineer may approve.

Logging Embankments.

19. In places where the natural surface of the ground upon which the embankment is to rest, is covered with vegetable matter which cannot be burned off in clearing, and which would, in the opinion of the Engineer, impair the work, the same must be removed to his entire satisfaction. In the event of the line crossing muskegs or morasses, it may be deemed by the Engineer expedient that a platform of logs shall be formed under the embankment, of such width as will extend through and to not less than six feet beyond the side slopes, and 16 inches deep. The logs to range from 6 inches to 15 inches in diameter, and must be laid close together laterally and also longitudinally, as may be directed.

Under Drains.

20. Where the embankment is to be formed on side hill ground covered with pasture, the ground shall be deeply ploughed before the work is commenced; and where the slope is so steep as to endanger the slipping of the embankment, benches shall be cut in such a manner as the Engineer may direct. If the ground is wet or spongy through springs or soaks, it shall first be thoroughly underdrained as the Engineer may see expedient. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made. A trench will first be dug to a minimum depth of four feet, and in the bottom of this trench, four or five cedar or spruce poles about three inches in diameter will first be laid by hand, breaking joint; over the poles will then be placed not less than three feet of small broken stone, not larger than ordinary road metal or good gravel ballast, over which will be

deposited such material convenient to the place as the Engineer may approve of. The Contractor must find all the material required in these drains, and do all the work described. These drains must always be made with a sufficient longitudinal fall for the easy flow of the water.

Allowance for Shrinkage.

21. The embankments shall be 17 feet wide at formation level, and the slopes will generally have an inclination of one and a-half horizontal to one perpendicular, but in their formation, whether for the railway or approaches to bridges or level crossings, ample allowance must in the first instance be made by the Contractor, for all subsequent settlement or shrinkage, and particularly in the top width; and for this purpose the top, besides being kept higher than the levels given, shall be formed in the first instance wider than the specified dimensions, to such extent as may be deemed necessary, according to the height of the embankment and the nature of the materials of which it is formed, so that when it is thoroughly consolidated it will stand at least the full width required.

Borrow Pits.

22. The embankments will be made up with the materials from the line cuttings and from side ditches, except where otherwise directed; when these are insufficient, the line cuttings will be widened, or materials procured from borrowing pits. All materials placed in the embankments must be approved by the Engineer; no stumps, logs or other perishable or unsuitable material shall be used, and no material shall be supplied without his concurrence until the cuttings are completed.

Side Ditches.

23. The ditches at the sides of the embankments shall be cut with slopes not steeper than one and a-half feet base to one foot perpendicular height. The top of the slopes nearest the Railway shall not be less than six feet from the foot of the embankments. These ditches shall be graded so as to carry off the water to the next natural water-course, and where there is so much water as to form a strong current, the ditch shall be formed as far from the embankment as the Engineer may deem necessary for the safety of the latter. Special attention is called to those long stretches of the line on low lands subject to overflow to the depth of several feet from high floods in the rivers, as shown on the profile; no side ditches will be allowed in such places, and the embankments will have to be made from the most convenient borrow pits that can be found at either end. This can only be done by train, and a temporary track will be required. In some cases where the overflow is shallow, as on part of Maria Island, borrow pits may be dug at intervals, but not nearer the embankment than 50 feet. No continuous ditch will be allowed as it would form a leading channel for the overflow and certainly prove destructive to the embankment within a very short period.

Berm.

24. In flat sections a berm shall be left between the roadway and ditch of such width as may be deemed expedient, but it shall in no case be less than six feet. Where drainage cannot be conveniently carried off by the side ditches, it will be necessary to excavate off-take ditches to a considerable distance beyond the limits of the Railway grounds. These off-take ditches shall be of such widths and depths as may be required and directed by the Engineer. They shall be sloped not steeper than one and a-half horizontal to one perpendicular, and the materials shall be cast out so as to leave a berm of six feet between the deposit and the top of the slopes of the ditches. The Contractor shall also construct all other drains and ditches which the Engineer may deem necessary for the perfect drainage of the railway and works, he shall also make all necessary diversions of roads and streams as directed by the Engineer.

TUNNELLING.

25. The tunnelling will consist of "Line Tunnels" and "Stream Tunnels;" the former shall be formed to an exact minimum section according to drawing No. 9, and the latter to drawing No. 10. For the purpose of tendering, the sectional area of "Line Tunnels" shall be calculated at 405 superficial feet, equal to 15 cubic yards to the lineal foot of tunnel. The "Stream Tunnels," where formed, shall be driven through the solid rock which in some places forms the sides of ravines; they must be formed in the manner to be pointed out in each case. Open cuttings at the ends will be excavated, to give an easy flow to the water; these open cuttings may be slightly curved, but the tunnels proper must be perfectly straight from end to end, with the sides as smooth as practicable. The up-stream end in each tunnel must generally be one foot lower than the bed of the stream opposite, and they must be driven with a proper inclination. Care must be taken to leave a solid pillar of rock between the tunnel and the sides of the ravine, equal (except in special cases) to not less than about double the diameter of the tunnel. The thickness of solid rock over the tunnel shall be similarly proportioned.

Crib Wharfing.

26. Crib wharfing will have to be resorted to at some points as noted on profile according to general drawing No. 42.

Rip-rap.

27. Whenever the slopes of the embankments are liable to be washed by the overflow of streams, they will require to be protected by a rip-rap wall of stones carefully laid by hand to such thickness and height as may be directed by the Engineer, generally about 18 inches above high water level.

Rock Facing.

28. Special attention is called to those long stretches of embankment to be made on low lands subject to overflow to a considerable depth. The slopes of these will require to be protected with rock facing, the stones for which will have to be quarried and brought by train or by water from a considerable distance.

Embankment at Port Moody.

29. The slope of the embankment at Port Moody extends below water at high tide and will have to be protected with rip-rap of large, well-formed stone laid by hand.

Public Roads.

30. At all public roadways, cattle-guards will be established and will be constructed according to drawing No. 13. The roadway between cattle-guards will be planked and the public road properly graded and gravelled as far as the limits of the railway right of way. Under this heading the bridging of side ditches, fences from cattle-guards to the line fences of the Railway, also post and sign board, and everything necessary to complete the crossing, will be embraced. The fences connecting cattle-guards with right of way fences, will be post and board, or post and wire as per drawings.

Farm Crossings.

31. Farm crossings will be established wherever required and directed. They will be graded, so as to form easy and convenient passages for farm traffic across the rails, and planked to the full extent of the Railway ties. The ditches will be properly bridged, and gates of an approved design and with proper fastenings will be placed in the fences according to drawing No. 12.

Temporary Roads.

32. Roads constructed to and from any point on the line of Railway for the convenience of the Contractor, for the conveyance of material or otherwise, must be at his own risk, cost and charges.

Existing Roads.

33. Wherever the line is intersected by public or private roads, the Contractor must keep open at his own cost convenient passing places, and he shall be held responsible for keeping all crossings during the progress of the works in such condition as will enable the public to use them with perfect safety, and such as will give rise to no just ground for complaint. Contractors will be held liable for any damages resulting from negligence on their part or that of their men.

TRUSS BRIDGES.

34. The Railway will in most cases be carried over the larger streams by wooden superstructures, supported on abutments and piers, of timber framing on pile foundations. The pile foundation will, wherever practicable, be made suitable for permanent structures.

Crib Work.

35. In some cases crib abutments and piers filled with stone may be allowed. The cribs must be constructed in the most substantial manner of tamarac or other suitable timber; outside timbers to be not less than 12 inches square, halved together at the angles, and properly secured with drift bolts of iron; the ties may be of flatted timber, dove-tailed into face timbers and bolted. The sloping faces of the cutwaters to piers must be of square timber laid with one side in the line of the rake of the cutwater, and be halved at angles; the faces of the cutwaters will be covered with hardwood timber 8 inches thick, well fastened to the crib work with spikes or rag-bolts. The whole of the abutments and piers to be finished in accordance with plans, and to the satisfaction of the Engineer.

Superstructures of Timber.

36. The superstructures will be of the most approved Howe or Pony Truss pattern, the former built of Douglas fir of approved quality, with cast-iron or white oak keys, cast iron prisms and wrought iron rods with up-set ends, the whole to be first-class material and workmanship. The parts that are inaccessible after the structures are erected, are to receive one good coat of paint of approved quality as soon as framed, and a second coat when the work is put together. Drawings Nos. 20, 21, 22, 23 and 24 are prepared to suit each span or bridge, and to which the Contractor must work. These bridges must be executed in a thoroughly substantial and workmanlike manner, and shall be completed in every respect, including painting.

PILE BRIDGES.

37. Wherever the circumstances of the case require the adoption of bridges on piles, they will be erected according to the following, drawing No. 19, or special drawing. Each bent will be composed of piles, as shown in the drawings. The piles shall be of tamarac, Douglas fir, or other approved timber, and of sufficient size at the butt or larger end to square not less than 12 inches, and for long piles 14 inches. They must be perfectly sound and straight, sawed or hewed to these dimensions, and be of such lengths as circumstances may require. The piles must be driven by a hammer weighing 1,500 lbs. or upwards, until they reach perfectly firm ground. They will generally be tested by the hammer falling 24 feet at the last blow, under which they should not yield more than two inches. Care must be taken to have

them driven truly, so that the caps and braces may be properly framed and bolted to them. The spur piles must be curve-pointed, so that as they are driven they will gradually come to the proper inclination. Before being driven the piles must be sawed or chopped off square at the butt, and tapered to a blunt point at the smaller end. Should there appear to be any danger of splitting, the heads must be bound with iron hoops, and if necessary the points be properly shod. The stringers, which will be of Douglas fir or other approved timber, must be bolted together, and to the corbels and caps. The stringers must be of sufficient length to reach over two spans, and break joints alternately inside and out. The bank stringers will be 12 inches by 12 inches. The whole to be covered by special ties 9 inches by 8 inches.

TRESTLE BRIDGES.

38. The structures for the passage of small streams, or for crossing dry ravines, will generally be trestle work built in accordance with the general drawings Nos. 14, 15, 16, 17, and 18. The timber used in these bents may be Douglas fir, pine, tamarac, or other suitable timber, in proportions approved by the Engineer, and of the dimensions shown on the drawings. They will be set on mud sills placed in trenches of sufficient depth to insure a foundation that will not be affected by frost or the wash of the streams, and when properly levelled as to the grade height, &c., earth and stones shall be firmly packed round them. The bents will be spanned by stringers as described above for pile bridges. In marshy or springy ground, a single or double row of piles shall be driven for each bent. The piles will average not less than 12 inches diameter, of suitable timber approved by the Engineer and driven home so as to afford a secure foundation.

Log Culverts.

39. In some cases log culverts will be adopted according to the general drawings, No. 25.

MASONRY.

When to be Commenced.

40. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined and approved by the Engineer, nor until the Contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

Stone.

41. The stone used in all masonry on the line of Railway must be of a durable character, large, well proportioned, and well adapted for the construction of substantial and permanent structures; parties tendering must satisfy themselves as to where fitting material for the masonry can be most conveniently procured.

Bridge and retaining wall Masonry.

42. Bridge and nearly vertical retaining wall masonry, shall generally be in regular courses of large, well-shaped stones, laid on their natural beds; the beds and vertical joints will be dressed, so as to form quarter-inch joints. The vertical joints will be dressed back square 9 inches, the beds will be dressed perfectly parallel throughout. The work will be left with the "quarry face," except the outside arrises, strings and coping, which will be chisel-dressed.

Courses.

43. The courses will not be less than 12 inches, and they will be arranged in preparing the plans to suit the nature of the quarries, courses may range up to 24 inches, and the thinnest courses invariably be placed towards the top of the work.

Headers and Stretchers.

44. Headers will be built in every course not further apart than 6 feet; they will have a length in line of wall of not less than 24 inches, and they must run back at least three times their height, unless when the wall will not allow this proportion, in which case they will pass through from front to back. Stretchers will have a minimum length in line of wall of 30 inches, and their breadth of bed will at least be $1\frac{1}{2}$ times their height. The vertical joints in each course must be arranged so as to overlap those in the course below 10 inches at least. The above dimensions are for minimum courses of 12 inches, the proportions will be the same for thicker courses.

Quoins.

45. The quoins of abutments, piers, &c., shall be of the best and largest stones, and have chisel drafts properly tooled on the upright arris, from two to three inches wide, according to the size and character of the structure.

Coping.

46. Coping stones, string courses and cut waters shall be neatly dressed in accordance with plans and directions to be furnished during the progress of the work.

Bed Stones for Girders.

47. The bed stones for girders shall be the best description of sound stone, free from dries or flaws of any kind, they must be not less than 12 inches in depth for the smaller bridges, and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight; these stones shall be solidly and carefully placed in position, so that the bridge will sit fair on the middle of the stones.

Backing and Bond.

48. The backing will consist of flat-bedded stone, well shaped, having an area of bed equal to four superficial feet or more. Except in high piers or abutments, two thicknesses of backing stone, but not more, will be allowed in each course, and their joints must not exceed that of the face work. In special cases, where deemed necessary by the Engineer to insure stability, the backing shall be in one thickness; the beds must, if necessary, be scabbled off, so as to give a solid bearing. No pinning will be admitted. Between the backing and face stones there must be a good square joint, not exceeding one inch in width, and the face stones must be scabbled off to allow this. In walls over three feet in thickness, headers will be built in front and back alternately, and great care must be taken in the arrangement of the joints so as to give perfect bond.

Culvert Masonry, general description.

49. Culvert masonry shall be built of good, sound, large flat-bedded stones, laid in horizontal beds. It may be known as Random, or broken coursed work. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less in thickness than eight inches, and they must be dressed so as to give good beds with half inch joints. In smaller structures, and in cases where stones of good size and thickness cannot be had, they may, if in other respects suitable, be admitted as thin as five inches. All stones must be laid on their natural beds.

Headers and Stretchers.

50. Headers shall be built in the wall, from front and back alternately, at least one in every five feet in line of wall, and frequently in the rise of wall. In the

smallest structures headers shall not be less than twenty-four inches in length, and the minimum bed allowed for stretchers shall be twelve inches. In the larger structures all stones must be heavier in proportion. Every attention must be paid to produce a perfect bond, and to give the whole a strong, neat, workmanlike finish.

Coping and Covering.

51. Wing walls will generally be finished with steps, formed of sound, durable stone, and not less than from 10 to 12 inches thick, and 6 feet superficial area; other walls will be covered with coping of a similar thickness, and of seven feet or upwards, superficial area. These coverings will be neatly dressed when required, and as may be directed. The walls of the box culverts will be finished with stones the full thickness of wall, and the covers will be from 10 to 15 inches thick, according to the span; they must have a bearing of at least 12 inches on each wall, and they must be fitted sufficiently close together to prevent the earth from falling through.

Paving.

52. The bottoms of culverts will be paved with stones set on edge, to a moderately even face, packed solid, the interstices being also well packed. The paving will be from 9 to 12 inches deep.

Mortar.

53. Mortar shall be of hydraulic lime or cement, and common lime.

Cement.

54. Hydraulic lime mortar will be used unless otherwise directed in building all masonry, from the foundations up to a line two feet above the ordinary level of the stream. It will be used also in laying girder beds, coping, covering of walls generally, in lipping and in pointing. The hydraulic lime or cement must be fresh ground, of the best brand, and it must be delivered on the ground, and kept till used in good order. Before being used, satisfactory proof must be afforded the Engineer of its hydraulic properties, as no inferior cement will be allowed.

Common Lime.

55. Common lime mortar must be made of the best common lime and will be employed in all masonry (except dry) where cement is not directed to be used.

Mortar.—How made.

56. Both cement and lime must be thoroughly incorporated with approved proportions of clean large-grained sharp sand. The general proportions may be one part of lime to two parts of sand, but this may be varied according to the quality of the lime or cement. Mortar will be only made as required, and it must be prepared and used under the immediate direction and to the satisfaction of an Inspector, by the Contractor's men, failing which the Inspector may employ other men to prepare the mortar, and any expense incurred thereby shall be borne by the Contractor. Grout shall be formed by adding a sufficient quantity of water to well-tempered and well-proportioned mortar.

Grouting.

57. When mortar is used, every stone must be set in a full bed and beaten solid; the vertical joints must be flushed up solid, and every course must be perfectly level and thoroughly grouted.

Lipping.

68. In all walls built in common lime, the exposed faces will have a four-inch lipping of cement.

Pointing and protection in winter.

59. All masonry must be neatly and skilfully pointed, but if done out of season, or if from any other cause it may require repointing before the expiration of the contract, the Contractor must make good and complete the same at his own cost. Work left unfinished in the autumn must be properly protected during the winter by the Contractor, at his risk and cost.

Retaining Walls.

60. Retaining wall (with a sharp batter on the face) shall be built of dry masonry, and shall be formed of large, well-shaped stones hammered to form good beds and carefully laid to bond as in bridge masonry, but without mortar.

FOUNDATIONS.—Depths of Pits.

61. Foundation pits must be sunk to such depths as the Engineer may deem proper for the safety and permanency of the structure to be erected; they must in all cases be sunk to such depths as will prevent the structures being acted on by the frost, or by nature; in some cases coffer-damming, pumping and baling will be necessary. The material excavated therefrom to be deposited in embankment, unless the Engineer directs otherwise.

ARTIFICIAL FOUNDATIONS.—Timber.

62. Foundation timbers, where required, will be of such dimensions and of such kinds as the Engineer may direct. The timber employed will be tamarac, hemlock, pine or Douglas fir from 3 to 6 inches thick, or timber flatted on two sides only and ranging from 6 inches to 12 inches thick. The faces of the flatted timber will at least measure as much as its thickness, and the bark will be removed from the sides not flatted.

Iron.

63. All spikes, bolts, straps or other iron work found necessary to be used on timber foundations, must be of the best quality of iron usually employed for similar purposes.

Piling.

64. Whenever the Engineer may direct piling to be done, the timber shall be in every respect sound and of such description as he may approve. Where he may think it necessary trial piles shall first be driven.

How to be Driven.

65. The piles shall be carefully and truly pointed, shod and hooped with iron as may be directed. They shall be driven to any depth the Engineer may deem expedient, and the weight of the hammer shall be 1,500 lbs. or upwards. They will generally be tested by the hammer falling 24 feet at the last blow, under which they shall not yield over 2 inches. The greatest care must be taken to drive the piles plumb or battered in such position and distances apart as are shown on the plan, and as he may direct; any pile that may be damaged or too short or out of proper line when driven, shall be taken up and replaced by another; the heads of the piles must not be injured in driving.

Concrete.

66. Whenever concrete is employed, it will be composed of hydraulic lime, clean sharp sand, and good gravel of approved quality and proportions. The proportion of sand and lime will be about the same as in mortar, and in making the concrete a sufficient quantity will be used with the gravel to fill up the interstices and render the mass when set perfectly solid and compact.

TRACK.—Road Bed.

67. Before track-laying and ballasting is commenced, the Contractor will fill up with dry material all hollows and wheel ruts in the road bed arising from settlement, or from being used as temporary roads by the Contractor, or other causes, and trim the surface to formation level rounded, as before described.

Sleepers.

68. The sleepers or cross-ties must be of tamarac, hemlock, Douglas fir or other approved sound timber, smoothly hewed or sawed, free from all score-backs, and chopped or sawed square at the ends, 8 feet long, flatted on two opposite sides to a uniform thickness of 6 inches, the flatted surface being not less than 6 inches on either side, at the small end, and when sawed they shall be 8 in. wide and 6 in. in depth. They must be placed as nearly as possible at a uniform distance of 24 inches between centres, and at right angles to the rails. Joint sleepers must have both an upper and under surface bearing of at least 8 in., and be placed directly under the joint according to drawing No. 40.

Fish Plate Bolts.

69. The bolts, $\frac{3}{4}$ in. in diameter, and $3\frac{3}{4}$ in. long, to be made with cupped heads and square necks, in accordance with the drawing No. 41. The nuts are to be square.

Iron.

70. The iron is to be of a tough fibrous quality, equal to "best refined iron," and shall be subject to the approval of the Inspecting Engineer.

Workmanship.

71. The workmanship and finish must be of the best description, great care being taken that the internal faces of the head and nut are exactly square with the axis of the bolt.

How Made.

72. The bolt heads and necks must be solid. The threads of screws to be Whitworth's standard, ten to the inch, cleanly cut, to fit tightly into the nuts, and made so as to hold throughout their entire length.

Samples.

73. Samples to be submitted to and approved by the Engineer before the work is commenced, and the whole must be subject to close inspection at all times.

74. The bolts and nuts are to be heated and dipped in oil to prevent rusting.

Track Spikes.

75. The spikes are to be made from the best refined iron $\frac{5}{8}$ ths of an inch square, and must on test be equal to being bent to a double without fracture.

Description.

76. The spikes are to have a pressed head of the usual size and form, and the points chisel-sharpened. They will be 6 in. long over all and similar to sample to be seen in the office of the Engineer.

Points and Crossings.

77. The points, crossings, switches and signals are to be well and truly made of the best materials of their several kinds in accordance with the drawings Nos. 38 and 39; the points and crossings may be made out of the steel rails supplied by the Minister of Railways and Canals.

Gauge.—Curves.

78. The rails shall be laid to a gauge of 4 feet 8½ in. clear between the rails, and they shall be well and carefully fastened at the joints, which must be as near as possible opposite each other and on the same tie; special care must be taken at points and crossings to have the rails laid to a tight gauge. The rails must be full spiked, and on curves the outer rail shall be elevated according to the degree of curvature as follows, that is to say, on one degree curves 0·05 feet, on two degrees curves 0·10 feet, on three degrees curves 0·15 feet, on four degrees curves 0·20 feet, on five degrees curves 0·25 feet, on six degrees curves 0·30 feet. The rails shall be handled with care, and before being run over by either engine or cars shall be full sleepers and surfaced. Every precaution shall be taken to prevent them getting bent during the progress of the ballasting.

Sidings.

79. The Contractors shall lay all sidings and put in all points and crossings complete, embracing wing and guard rails, connecting rods, head blocks, switch, signal frames, and gearing. The sidings will range generally from 1,200 to 2,000 feet in length.

Bent Rails.

80. The Contractors shall remove from the track and straighten all bent and damaged rails, and make good all injuries done before the works are finally accepted; and further, they will be held responsible for all materials provided them, and give a receipt for the same upon taking delivery.

BALLASTING.—Stripping.

81. The surface of ballast pits shall be stripped of soil where such exists, and no material whatever shall be placed on the road bed but good clean gravel, free from earth, clay, loam, or loamy sand; no large stones shall be allowed. The maximum size of gravel must not be greater in diameter than 3 in. In unloading the ballast, the train must be kept moving to and fro so as to thoroughly mix the different qualities of ballast, until a sufficient quantity is deposited. The track must then be raised so that there will be not less than 6 in. beneath the sleepers, and the ballast must be well beaten and packed under and around them. As the raising proceeds the end of the lift shall extend over not less than three rails lengths, and before trains are allowed to pass over the inclined portion of track, it must be made sufficiently solid to prevent bending the rails, or twisting the rail joints. After the lift, the track shall be centred, lined, topped, surfaced and trimmed off to a proper form and width, according to drawings No. 41.

WHARF AT PORT MOODY.—Description.

82. A wharf shall be constructed at Port Moody, in accordance with plan No. 26. The piles shall be of tamarac or other approved timber, and of sufficient size at the

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STATION BUILDINGS, &c.—*Way Stations.*

83. A combined Passenger and Freight House shall be erected at each Way Station, in accordance with drawing No. 34.

Terminal Stations.

84. A Passenger Station in accordance with drawing No. 35, and a Freight House in accordance with drawing No. 36, shall be erected at the terminus at Port Moody.

Water Service.

85. An ample supply of good water shall be provided at Port Moody, and at each alternate Way Station, with frost-proof Elevated Tank fitted up with the requisite machinery, pumps, pipes, valves, and all other necessities, and in complete running order in accordance with drawing No. 37.

Drawings.

86. The list of plans referred to in the specification is composed of 43 drawings.

GENERAL PROVISIONS.—*Finishing Track.*

87. The track shall be left by the Contractors with everything complete, and well surfaced. The ballast shall average not less than 1,500 cubic yards per mile, and shall be dressed off to the form required, and the whole shall be executed according to the directions and to the approval of the Engineer or other officer duly appointed.

Government may use Line.

88. At any time after the rails are laid and the track be required for public traffic, the Government will be at liberty to use it for that purpose and to regulate the running of all trains, so as to ensure safety.

Station Ground.

89. All station grounds shall be cleared to the extent herebefore mentioned and graded to the levels given by the Engineer, and drained to his satisfaction.

Maintenance.

90. Before the works are finally accepted, the Contractor shall make good all slides, slips and defects, and shall finish up all cuttings and embankments, repair all

damages by frost, freshets, or other causes; dress slopes to the required angle; clean out all ditches and drains; and complete all the works connected with the formation of the railway and covered by the contract, in a creditable and workmanlike manner, in accordance with the directions and to the entire satisfaction of the Engineer.

Work to be completed.

91. The works are to be commenced and proceeded with as soon as practicable, after the person or persons whose "Tender" may be accepted, shall have entered into the contract. The whole of the works shall be completed and the line in good running order by the thirtieth day of June, one thousand eight hundred and eighty-five.

TENDERS, &c.

92. No tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Prices filled in; nor unless a Bank Cheque, marked good by the Bank for \$20,000, accompanies the Tender, which shall be forfeited if the party tendering, declines or fails to enter into the contract for the works when called upon to do so, upon the tender being accepted. In the event of a tender not being accepted, the cheque will be returned.

93. The tender must specify the bulk sum for which the work described and shown on the plans, profile and specification, will be constructed. The Schedule of Prices attached to the Tender is to assist the Engineer in preparing the monthly progress certificates and to be applied to the diminutions of, and increases in the quantity of work caused by the change of grade or line of location; but such schedule is in no way whatever to vary the condition of the contract, which is the payment of a bulk sum for the entire completion of the whole section contracted for in accordance with the plans, profiles and specification.

Security Deposit.

94. For the due fulfilment of the contract, satisfactory security will be required immediately on a tender being accepted, by deposit of money, or Canadian Pacific Railway Land Grant Bonds at 90 per cent., to the amount of five per cent. on the bulk sum of the contract, of which the sum sent in with the tender will be considered a part.

Contract.

95. The person or persons whose tender is accepted shall execute at once a contract under seal, similar in its provisions to the form of indenture hereto annexed, and it will be assumed that parties tendering have made themselves perfectly familiar with its contents; and further, may contain such special provisions as the said Minister may determine.

COLLINGWOOD SCHREIBER, *Chief Engineer.*

Canadian Pacific Railway Office, Department of Railways and Canals,
Ottawa, 1st December, 1881.

PORT MOODY TO EMORY'S BAR.

List of Drawings referred to in Specification and attached to the Contract.

- No. 1.—Plan of the line of location from Port Moody to Harrison River.
2. do do Harrison River to Emory's Bar.
- 3.—Profile of the line of location from Port Moody to Harrison River.
4. do do Harrison River to Emory's Bar.
- 5.—Ground plan of the terminal station and wharf at Port Moody.

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- 6.—General cross-sections of the line in earth cutting.
7. do do rock do
8. do do embankment.
- 9.—Cross-section of line tunnels in rock.
10. do stream tunnels in rock.
- 11.—Plan of fencing.
12. do and gates for farm road crossings.
- 13.—Plans of level crossings and cattle-guards at public roads.
- 14.—General plan and section of trestle-bridging with bents 10 ft. apart.
15. do do do 15 ft. single deck.
16. do do do 15 ft. double do
17. do do do 20 ft. single do
18. do do do 20 ft. double do
- 19.—General plan and section of pile-bridging.
20. do Howe truss-bridge, 100 ft. span.
21. do do 125 ft. do
22. do do 150 ft. do
23. do do 200 ft. do
24. do Pony truss.
25. do log culvert.
- 26.—Plan and sections of wharf at Port Moody.
27. do bridging at Pitt River.
28. do do Stave River.
29. do do Harrison River.
30. do do Maria Slough Station, 577 to 585.
- 31.—Plan and sections of bridge over ravine and stream at Station 1,506 (Harrison River and Emory).
- 32.—Plan and sections of bridge over ravine and river at Station 1,664 (Harrison River and Emory).
- 33.—Ground plans of station grounds.
- 34.—General plan of combined passenger and freight-house.
- 35.—Plan of passenger station at Port Moody.
36. do freight-house at Port Moody.
37. do water-tank.
38. do crossings.
39. do switch-gear.
40. do track and ballast.
41. do fish-plate bolts.
- 42.—General plan of crib-wharfing.
43. do swing-bridge.

COLLINGWOOD SCHREIBER, *Chief Engineer.*

Canadian Pacific Railway Office, Department of Railways and Canals,
Ottawa, 1st December, 1881.

THIS INDENTURE made the.....

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hereafter called "the Contractor," of the first part, and Her Majesty Queen Victoria represented herein by the Minister of Railways and Canals of Canada of the second part, WITNESSETH, that in consideration of the covenants and agreements on the part of Her Majesty hereinafter contained, the Contractor covenant and agree with Her Majesty as follows:

Work.—Engineer.

1. In this Contract the word "work" or "works" shall, unless the context require a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed by the Contractor under this Contract. The word "Engineer," shall mean the Chief Engineer for the time being having control over the work, and shall extend to and include any of his assistants acting under his instructions, and all instructions and directions, or certificates given, or decisions made by any one acting for the Chief Engineer, shall be subject to his approval, and may be cancelled, altered, modified and changed, as to him may seem fit.

Minister.

The word "Minister," means the Minister or acting Minister of Railways and Canals for the time being, and extends to and includes his lawful Deputy.

This Contract is made upon the distinct understanding that the Contractor has satisfied himself respecting the nature of the country through which the works are to be built, the character and formation of the soil, both on the surface and underneath, the climate and kind of weather to be expected, the quantities of the various embankments, excavations, foundations and all other works whatsoever; the means of access and egress, to and from the works, the nature, kinds, qualities and cost of the various materials, plant and labor required for the works, and generally, respecting every matter or thing which may in any way affect the carrying out of this Contract or the cost of the works contracted for. No information obtained by or for the Contractor from any of Her Majesty's Ministers, Officers, Engineers, Agents and servants, or from any other person, shall relieve the Contractor from any risks or from the entire fulfilment of this Contract, or shall give him any claim or right, equitable or otherwise, against Her Majesty in addition to his claims and rights under the express provisions of this Contract.

On whom binding,

2. All covenants and agreements herein contained shall be binding on and extend to the Executors and Administrators of the Contractor and shall extend to and be binding upon the successors of Her Majesty, and wherever in this contract Her Majesty is referred to, such reference shall include her successors, and wherever the Contractor is referred to, such reference shall include Executors and Administrators.

Labor, plant and material. -- Time of completion.—Material and workmanship.

3. The Contractor will, with the exceptions hereinafter named, at own expense, provide all and every kind of labor, machinery, plant, lands for borrow pits, ballast pits, spoil banks and other purposes temporary or otherwise, required for the works or in the construction thereof, and materials, articles and things whatsoever necessary for the due execution and completion of all and every the works set out or referred to in the specifications hereunto annexed, and set out or referred to in the plans and drawings prepared and to be prepared for the purposes of the work, and will execute and fully complete the respective portions of such works and deliver the same complete to Her Majesty, on or before the

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finished in the best and most workmanlike manner, in the manner required by and in strict conformity with the said specifications and drawings now prepared and which may from time to time be furnished, and to the complete satisfaction of the Engineer.

Exceptions.

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4. The exceptions above alluded to are (1) the land for the right of way and station grounds, (2) the rails and fish-plates for the track. The said land is to be procured by Her Majesty from time to time as the Engineer may think it is required for the prosecution of the works, and the rails and fish-plates are to be delivered to the contractor at the ship's rail, at Port Moody, from time to time, as the Engineer may think they are required for the works.

Omissions to be made good.

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5. The aforesaid specification, plans and drawings, prepared and to be prepared, and the several parts of this contract shall be taken together, to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or mis-stated, which is necessary for the proper performance and completion of any part of the work contemplated, the Contractor will, at own expense, execute the same as if it had been properly described, and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to, or deviation from, the works hereby contracted for.

Changes and extra work.

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6. The Engineer, with the sanction of the Minister, but not otherwise, shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any work to be done, and to make any changes which he may deem expedient in the grades, the width of cuttings and fillings, the dimensions, character, nature, location, or position of the works, or any part or parts thereof, or in any other thing connected with the works, whether, or not, such changes increase or diminish the work to be done, or the cost of doing the same, and the Contractor shall immediately comply with all written requisitions of the Engineer in that behalf; but the Contractor shall not make any change in or addition to, or omission, or deviation from the works, unless directed by the Engineer, with the sanction of the Minister, and shall not be entitled to any extra payment by reason of any change, addition, or deviation, unless such change, addition or deviation, shall have been first directed in writing by the Engineer, with the sanction of the Minister, and notified to the Contractor in writing, nor unless the Engineer certifies in writing that such change, addition or deviation increases the cost of the work, and specifies in writing the nature of the increase and the quantities and measurements thereof. The decision of the Engineer in that behalf shall be final, and the obtaining of his certificate shall be a condition precedent to the right of the Contractor to be paid therefor. If the Engineer certifies in writing that such change, addition or deviation increases the cost of the work, and specifies in writing the nature of the increase and the quantities and measurements thereof, the Contractor shall be paid, in addition to the contract price mentioned in this contract for the works, such sum as may be certified to by the Engineer as being the value of such increase, calculated according to the rates for the various classes of work set out in the schedule hereto annexed, and should the increase contain work of a class not specified in the said schedule, such unspecified work shall be calculated according to a rate therefor to be fixed by the Engineer. If the Engineer certifies in writing that any such change, addition, omission or deviation diminishes the cost of the work, and specifies in writing the nature of the decrease and the quantities and measurements thereof, the decision of the Engineer in that behalf shall be final, and there shall be deducted from the contract

price mentioned in this contract for the works, such sum as may be certified to by the Engineer as being the amount of such decrease, calculated according to the rates for the various classes of works set out in said schedule or fixed by the Engineer, as aforesaid, as the case may be.

Changes shall not invalidate Contract.

7. That all the clauses of this contract shall apply to any changes, additions or deviations, in like manner, and to the same extent, as to the works at present projected, and no changes, additions, deviations or variations shall annul or invalidate this contract.

Engineer to be sole Judge of Work, Material, &c.

8. That the Engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or material, as to the meaning or intention of this contract and the plans, specifications and drawings, shall be final, and no works, or extra or additional works or changes shall be deemed to have been executed, nor shall the Contractor be entitled to payment for the same, unless the same shall have been executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

Schedule of Prices.

9. It is hereby distinctly understood and agreed, that the respective portions of the works set out or referred to in the schedules of rates or prices for the different kinds of work mentioned in paragraph No. 6, include not merely the particular kind of work or materials mentioned in said schedule, but also all and every kind of work, labor, tools and plant, materials, articles and things whatsoever necessary for the full execution and completing ready for use of the respective portions of the works to the satisfaction of the Engineer. And in case of dispute as to what work, labor, materials, tools and plant are or are not so included, the decision of the Engineer shall be final and conclusive.

Foreman.

10. A competent foreman is to be kept on the ground by the Contractor during all the working hours, to receive the orders of the Engineer, and should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he may be discharged by the Engineer, and another shall at once be appointed in his stead; such foremen shall be considered as the lawful representative of the Contractor; and shall have full power to carry out all requisitions and instructions of the said Engineer.

Unsuitable Material or imperfect Work.

11. In case any material, or other things, in the opinion of the Engineer, not in accordance with the said several parts of this contract, or not sufficiently sound, or otherwise unsuitable for the respective works, be used for or brought to the intended works, or any part thereof, or in case any work be improperly executed, the Engineer may require the Contractor to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and thereupon the Contractor shall and will immediately comply with the said requisition, and if twenty-four hours shall elapse and such requisition shall not have been complied with, the Engineer may cause such material, or other things, or such work, to be removed; and in any such case the Contractor shall pay to Her Majesty all such damages and expense as shall be incurred in the removal of such material, materials, or other things, or of such work; or Her Majesty may, in Her discretion, retain and deduct such damages and expenses from any amounts payable to the Contractor.

All Plant and Material to Become Property of Her Majesty.

12. All machinery and other plant, materials and things whatsoever, provided by the Contractor for the works hereby contracted for, and not rejected under the provisions of the last preceding clause, shall, from the time of their being so provided, become, and until the final completion of the said works, shall be the property of Her Majesty for the purposes of the said works, and the same shall on no account be taken away, or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer, and Her Majesty shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, material or things; provided always, that upon the completion of the works and upon payment by the Contractor of all such moneys, if any, as shall be due from to Her Majesty, such of the said machinery and other plant, material and things as shall not have been used and converted in the works, and shall remain undisposed of shall, upon demand, be delivered up to the Contractor, but if the Contractor be indebted to Her Majesty, the same may be held by Her Majesty as security for such indebtedness, and may be sold and disposed of, and the proceeds applied towards payment of such indebtedness.

INSUFFICIENT PLANT.—Material or Labor to be Increased.

13. If the Engineer shall at any time consider the number of workmen, horses, or quantity of machinery or other plant, or the quantity of proper materials respectively employed or provided by the Contractor on or for the said works, to be insufficient for the advancement thereof towards completion within the limited times, or that the works are, or some part thereof is not being carried on with due diligence, then in every such case the said Engineer may, by written notice to the Contractor, require to employ or provide such additional workmen, horses, machinery or other plant, or materials, as the Engineer may think necessary, and in case the Contractor shall not thereupon within three days, or such other longer period as may be fixed by any such notice, in all respects comply therewith, then the Engineer may, either on behalf of Her Majesty, or if he see fit, may, as the agent of and on account of the Contractor, but in either case at the expense of the Contractor, provide and employ such additional workmen, horses, machinery and other plant, or any thereof, or such additional plant and materials respectively, as he may think proper, and may pay such additional workmen such wages, and for such additional horses, machinery or other plant, and materials respectively, such prices as he may think proper, and all such wages and prices respectively, shall thereupon at once be repaid by the Contractor, or the same may be retained and deducted out of any moneys at any time payable to the Contractor; and Her Majesty may use in the execution or advancement of the said work, not only the horses, machinery, and other plant, and materials so in any case provided by any one on Her behalf, but also all such as may have been or may be provided by or on behalf of the said Contractor.

DELAY IN EXECUTION.—Work may be Taken out of Contractor's Hands.

14. In case the Contractor shall make default or delay in diligently continuing to execute or advance the works to the satisfaction of the Engineer, or in case the Contractor shall become insolvent, or make an assignment for the benefit of creditors, or neglect either personally or by a skilful and competent agent to superintend the works, then in any of such cases Her Majesty may take the work out of the Contractor's hands and either stop the same or employ such means and at such times as she may see fit to complete the work, and in such cases the Contractor shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the Contractor of the works; and all material and things whatsoever, and all horses, machinery and other plant pro-

vided by for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

Contractor to take Risk of all Loss or Damage.

15. The Contractor shall be at the risk of, and shall bear, all loss or damage whatsoever, from what-oever cause arising, which may occur to the works, or any of them, until the same be fully and finally completed and delivered up to and accepted by the Minister; and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractor shall immediately at own expense, repair, restore and re-execute the work so damaged, so that the whole works or the respective parts thereof, may be completed within the time hereby limited.

Contractor to have no Claim for Delay.

16. The Contractor shall not have or make any claim or demand, or bring any action or suit or petition against Her Majesty for any damage which may sustain by reason of any delay in the progress of the work, arising from the acts of any of Her Majesty's agents, and it is agreed that in the event of any such delay the Contractor shall have such further time for the completion of the works as may be fixed in that behalf by the Minister.

CONTRACTOR NOT TO MAKE ASSIGNMENT.—*Work may be Taken out of Contractors Hands.*

17. The Contractor shall not make any assignment of this contract, or any sub-contract, for the execution of any of the works hereby contracted for; and in any event no such assignment or sub-contract, even though consented to, shall exonerate the Contractor from liability, under this contract, for the due performance of all the work, hereby contracted for. In the event of any such assignment or sub-contract being made, then the Contractor shall not have or make any claim or demand upon Her Majesty for any future payments under this contract for any further or greater sum or sums than the sum or sums respectively at which the work or works so assigned or sub-contracted for shall have been undertaken to be executed by the assignee or sub-contractor; and in the event of any such assignment or sub-contract being made without such consent, Her Majesty may take the work out of the Contractor hands, and either stop the same or employ such means and at such times as she may see fit to complete the same; and in such case the Contractor shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the Contractor of the works; and all materials and things whatsoever, and all horses, machinery and other plant provided by for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

18. Time shall be deemed to be of the essence of this contract.

Contractor Responsible for Damage.

19. The Contractor shall be responsible for all damages claimable by any person or corporation whatsoever, in respect of any injury to persons or to lands, buildings, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works, or by any neglect or misfeasance or non-misfeasance on part, and shall and will at own expense, make such temporary provisions as may be necessary for the protection of persons, or of lands, buildings, ships or other property, or for the uninterrupted enjoyment of all rights of persons or corporations, in and during the performance of the said works.

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to the provi-

Failing to Pay Salaries or Wages.

20. If the Contractor fail at any time in paying the salaries or wages of any person employed by upon or in respect of the said works, or any of them, and any part of such salary be one month in arrear, or if there be due to any such person one month's wages or salary, the Engineer may notify the Contractor to pay such salary or wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such person, then Her Majesty may pay to such person salary or wages from any date to any date, and to any amount which may be payable, and may charge the same to the Contractor, and the Contractor covenant with Her Majesty to repay at once any and every sum so paid.

Stakes and Marks to be Protected.

21. The Contractor will protect and will not remove or destroy, or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the said works by the Engineers of the works, and shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

Contractors Address.

22. Any notice or other communication mentioned in this contract to be notified or given to the Contractor shall be deemed to be well and sufficiently notified or given, if the same be left at the Contractor office, or mailed in any Post Office to the Contractor or foreman, addressed to the address mentioned in this contract or to the Contractor last known place of business.

23. And Her Majesty, in consideration of the premises, hereby covenants with the Contractor, that subject to the terms of this contract, will be paid for and in respect of the works, and in the manner set out in the next clause hereof, the sum of subject to the increase or

decrease thereof, according to the terms of the sixth clause hereof.

Except as provided in the sixth clause hereof, the Contractor shall have no claim for additional price or remuneration in respect of any materials or workmanship alleged to be of a quality or cost superior or greater than those required by the specifications.

Payments.

24. Cash payments equal to about ninety per cent. of the value of the work done approximately made up from returns of progress measurements and computed at the prices set out on the schedule hereto annexed, or fixed by the Engineer for work not specified in said schedule, will be made to the Contractor monthly on the written certificate of the Engineer that the work for or on account of which the certificate is granted, has been duly executed to his satisfaction, and stating the value of such work computed as above mentioned—and upon approval of such certificate by the Minister, and the said certificate, and such approval thereof shall be a condition precedent to the right of the Contractor to be paid the same ninety per cent. or any part thereof. The remaining ten per cent. shall be retained until the completion of the whole work to the satisfaction of the Engineer and acceptance thereof by the Minister, and within two months after such completion and acceptance the remaining ten per cent. will be paid. And it is hereby declared that the written certificate of the Engineer certifying to the final completion of said works to his satisfaction shall be a condition precedent to the right of the Contractor to receive or be paid the said remaining ten per cent., or any part thereof.

Monthly Estimates.

25. It is intended that every allowance to which the Contractor fairly entitled, will be embraced in the Engineer's monthly certificates; but should the Contractor at any time have claims of any description which consider are not included in the progress certificates, it will be necessary for to make and repeat such claims in writing to the Engineer, within fourteen days after the date of each and every certificate in which allege such claims to have been omitted.

Claims.

26. The Contractor, in presenting claims of the kind referred to in the last clause, must accompany them with satisfactory evidence of their accuracy, and the reason why think they should be allowed. Unless such claims are made during the progress of the work, within fourteen days, as in the preceding clause, and repeated, in writing, every month, until finally adjusted or rejected, it must be clearly understood that they shall be forever shut out, and the Contractor shall have no claim on Her Majesty in respect thereof.

Progress Measurements.

27. The progress measurements and progress certificates are not to be taken as binding upon the Engineer or as final measurements, or as fixing final amounts, they are to be subject to the revision of the Engineer when making up his final certificate, and they shall not in any respect be taken as an acceptance of the work or a release of the Contractor from responsibility in respect thereof.

Operations may be suspended.

28. Her Majesty shall have the right to suspend operations from time to time at any particular point or points or upon the whole of the works, and in the event of such right being exercised so as to cause any delay to the Contractor, then an extension of time equal to such delay or detention, to be fixed by the Minister

as, above provided for, shall be allowed to complete the contract, but no such delay shall vitiate or void this contract or any part thereof or the obligation hereby imposed or any concurrent or other bond or security for the performance of this contract, nor shall the Contractor be entitled to any claim for damages by reason of any such suspension of operations. And at any time after operations have been suspended either in whole or part—such operations may be again resumed and again suspended and resumed as Her Majesty may think proper. And upon the Contractor receiving written notice on behalf Her Majesty that the suspended operations are to be resumed, the Contractor shall at once resume the operations and diligently carry on the same.

If, after a consideration of all the circumstances connected with the suspension and resumption of operations as above provided for, the Governor General in Council thinks proper to allow the Contractors a sum of money on account of any extra expenses to which they may have been put by reason thereof, the same shall be paid over to the contractors only upon a receipt and release in full being given for all damages and claims in respect of such suspension and resumption of operations.

Appropriation by Parliament.

29. Should the amount voted by Parliament and applicable towards payment for the work hereby contracted for, be at any time expended previous to the completion of the works, the Minister for the time being may give the Contractor written notice to that effect. And upon receiving such notice, the Contractor may, if think fit, stop the work—but in any case shall not be entitled to any payment for work done, beyond the amount voted and applicable as aforesaid—unless and until the necessary funds shall have been voted by Parlia-

ment in that behalf. And in no event shall the Contractor have or make any claim upon Her Majesty for any damages or compensation by reason of the said suspension of payments, or by reason of any delay or loss caused by the stoppage of work.

Spirituuous Liquors.

30. The Contractor shall not permit, allow or encourage the sale of any spirituuous liquors on or near the works.

No Sunday Labor.

31. No work whatever shall at any time or place be carried on during Sunday, and the Contractor shall take all necessary steps for preventing any foreman, or agent, or men from working or employing others on that day.

Chief Engineer to be Arbitrator.

32. It is hereby agreed that all matters of difference arising between the parties hereto, upon any matter connected with or arising out of this contract, the decision whereof is not hereby especially given to the Engineer, shall be referred to the award and arbitration of the Engineer, and the award of such Engineer shall be final and conclusive; and it is hereby declared that such award shall be a condition precedent to the right of the Contractor to receive or be paid any sum or sums on account or by reason of such matters in difference.

33. It is distinctly declared that no implied contract of any kind whatsoever, by or on behalf of Her Majesty, shall arise or be implied from anything in this contract contained, or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants and agreements herein contained and made by Her Majesty, are and shall be the only contracts, covenants and agreements upon which any rights against Her are to be founded.

34. This contract is hereby, pursuant to the provisions of the 8th section of the Statute, 41st Victoria (1878), chapter 5, made subject to the express condition that no Member of the House of Commons of Canada shall be admitted to any share or part of such contract, or to any benefit to arise therefrom.

Contract may be Cancelled.

35. In the event of it becoming advisable in the interests of the public to suspend the work hereby contracted for, or any portion thereof, at any time before its completion, and to put an end to this contract, the Minister shall have full power to stop the work and to cancel this contract, or giving due notice to that effect to the Contractor. The Contractor, however, will be entitled to receive payment for all sums then due for the work already done, materials used or delivered, or ready to be used, or in course of preparation, together with such reasonable compensation as will cover all *bona fide* damages, if any, resulting therefrom, and as may then be agreed upon; or, in case of disagreement, as may be determined by the Official Arbitrators of the Dominion of Canada; it being understood, however, that no compensation will be allowed to or claimed by the Contractor for materials procured for the works, after the date of the service of the notice above referred to, or for any loss of anticipated profits, either in respect of the works so suspended as aforesaid, or of the materials then procured for said works.

36. It is distinctly declared and agreed that none of Her Majesty's Ministers, officers, engineers, agents or servants, have or shall have power or authority in any way whatever to waive on the part of Her Majesty any of the clauses or conditions of this contract, it being clearly understood that any change in the terms of this contract be binding upon Her Majesty must be sanctioned by order of the Governor General in Council.

IN WITNESS whereof, the Contractor ha hereto set hand and seal and these presents have been signed and sealed by the said Minister, and countersigned by the Secretary of the Department of Railways and Canals, on behalf of Her Majesty.

Signed, Sealed and Delivered by
the Contractor in presence of {

Signed, Sealed and Delivered by
the Minister, and countersigned
by the Secretary of Railways
and Canals in the presence of {

CANADIAN PACIFIC RAILWAY.

*From Emory's Bar at the West End of Contract 60 to Port Moody (Burrard Inlet),
British Columbia.*

MEMORANDUM FOR CONTRACTORS.

As some doubt appears to have arisen in the minds of Contractors respecting the schedules of prices referred to in sections 6 and 24 of the form of contract, I may explain that the schedule referred to in section 6 is that mentioned in the 93rd clause of the specification as the schedule of prices attached to the Tenders; and the schedule referred to in section 24 of the form of contract is a schedule to be prepared by me after the Tenders are received, for the purpose of computing the value of work done, approximately made up from returns of progress measurements upon which cash payments will be made to the Contractor monthly on the written certificate of the Chief Engineer.

COLLINGWOOD SCHREIBER, *Chief Engineer.*

Ottawa, 25th January, 1882.

FORM OF TENDER.

CANADIAN PACIFIC RAILWAY.

*From Emory's Bar at West End of Contract No. 60 to Port Moody,
(Burrard Inlet), British Columbia.*

The undersigned having seen the specifications, plans and profiles, prepared for the purposes of the construction of the section of the Canadian Pacific Railway from Emory's Bar to Port Moody, and having also visited the ground or caused the same to be visited, hereby tender to construct the said Section in accordance with the said specifications, plans and profiles, and upon the terms of the form of contract annexed to the specification for the lump sum of

\$.....
subject to increase or decrease thereof under the terms of said contract, and submit the accompanying schedule of prices for the purposes of the 6th and 24th clauses of said contract.

And agree, if this tender be accepted, to execute a contract for the construction of the said Section, in the form of that annexed to the said general specification, with such additional special provisions as may be determined by the Minister of Railways and Canals, and to deposit to the credit of the Receiver-General, within eight days after being notified of the acceptance of this tender, a sum of money or Canadian Pacific Railway land bonds at 90 per cent. equal to 5 per cent. of the sum above men-

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Fencing
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tioned, to be held as security for the due fulfilment of the contract, upon the terms set out in the agreement hereto annexed. Failing in this the tender will be passed over and deposit forfeited.

Actual Signatures, Occupations
and Residences of Parties
Tendering. {

Dated.....the.....day of.....1881.

SCHEDULE of Prices referred to in the hereto annexed Contract.

Description of Work.	—	Price.	
		\$	cts.
Clearing.....	Per acre.....		
Close cutting.....	do		
Grubbing.....	do		
Gross logging 16 in. thick covered with brush.....	do		
Fencing.....	L. ft.		
Solid rock excavation.....	C. yard.....		
Loose rock excavation (boulders 9 cubic ft. and over).....	do		
Earth excavation.....	do		
Under-drains.....	L. ft.		
Tunnelling.....	L. ft.		
"Line tunnels" in rock.....	do		
"Twelve feet—Stream tunnels".....	do		
"Six feet—Stream tunnels".....	do		
Bridge masonry.....	C. yard.....		
Culvert masonry.....	do		
Dry masonry (retaining walls, &c.).....	do		
Paving.....	do		
Concrete.....	do		
Rip-rap.....	do		
Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft.		
Timber bridge superstructure.....	150 ft. clear.....	Each	
	125 ".....	do	
	100 ".....	do	
	60 ".....	do	
	40 ".....	do	
<i>Timber, best quality, for Beam Culverts, &c.</i>			
12 ft. x 16 ft.....	L. ft.		
12 ft. x 12 ft.....	do		
8 ft. x 16 ft.....	do		
8 ft. x 12 ft.....	do		
Other dimensions of timber (if required to be used) at proportionate prices.			
Piles driven.....	L. ft.		
Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do		
Flatted timber in road diversion culverts, 12 in. thick.....	do		
Plank.....	F. B. M.....		
Wrought iron.....	Lbs.....		
Cast iron.....	do		
Ties.....	Each		
Crossings.....	do		
Full set of switch gear and signal.....	do		
Track-laying.....	Mile.....		
Ballasting.....	C. yard.....		
Setting points and crossings.....	Each		
Public road level crossings, comprising timber cattle-guards, plank-ing, small timber culverts under approaches, and notice boards, complete.....	do		

Actual Signatures,
Occupations and Resi-
dences of the Parties
Tendering. {

LIST of Tenders for work—Emory's Bar to Port Moody—received 1st February, 1882

Number.		Name of Tenders.	Address.	Amount.
Classification.	Opening.			
1	10 J	D. McDonald & A. Charlebois.....	Montreal.....	\$ cts 2,277,000 00
2	6 F	Andrew Onderdonk	Yale, B.C.....	2,486,255 00
3	7 G	James Murray & Co	Ste. Catherine	2,864,242 00
4	13 M	Ryan, Purcell & Ryan	Ottawa	2,970,000 00
5	11 K	Denis O'Brien & Co.....	Montreal	2,999,735 00
6	8 H	James Goodwin.....	Ottawa	3,062,000 00
7	3 C	William Davis & Co.....	do	3,169,880 00
8	14 N	The Railway Improvement Comp'y of N.A.	New York	3,190,000 00
9	2 B	F. J. Beemer.....	Montreal.....	3,195,705 00
10	1 A	E. J. Charlton & Co.....	Quebec	3,349,000 00
11	4 D	William Ede & Co.....	San Francisco.....	3,389,000 00
12	12 L	A. Manning & A. McDonald	Toronto	3,389,000 00
13	9 I	J. B. Montgomery.....	Portland, Oregon..	3,488,394 00
	5 E	John Hebert & Co.....	Toronto	3,531,832 00

NOTE.—The estimated cost of this work made by me in January, 1880.....\$2,560,000 00

C. S. SCHRIEBER.

Ottawa, 1st February, 1882.

Note—The Form of Tender hereunder printed being a facsimile of those attached to the following Fourteen Schedules of Prices, it is considered unnecessary to repeat them, and they are, therefore, omitted.

FORM OF TENDER.

Opened by T. Trudeau, C. Schreiber, F. Braun, 1st February, 1882.

Canadian Pacific Railway.—From EMORY'S BAR at West End of Contract No. 60 to PORT MOODY, Burrard Inlet, British Columbia.

The undersigned having seen the specifications, plans and profiles, prepared for the purposes of the construction of the Section of the Canadian Pacific Railway, from EMORY'S BAR to PORT MOODY, and having also visited the ground or caused the same to be visited, hereby tender to construct the said Section in accordance with the said specifications, plans and profiles, and upon the terms of the form of contract annexed to the specification, for the lump sum of

(For the Lump Sums of each of the several Tenders, see the following Schedules of Prices.)

subject to increase or decrease thereof under the terms of said contract and submit the accompanying Schedule of Prices for the purposes of the 6th and 24th clauses of said contract.

And agree, if this Tender be accepted, to execute a contract for the construction of the said Section, in the form of that annexed to the said general specification, with such additional special provisions as may be determined by the Minister of Railways and Canals, and to deposit to the credit of the Receiver-General, within eight days after being notified of the acceptance of this Tender, a sum of money or Canadian Pacific Railway land bonds at 90 per cent., equal to five per cent. of the sum above mentioned, to be held as security for the due fulfilment of the contract, upon the terms set out in the agreement hereto annexed. Failing in this the Tender will be passed over and the deposit forfeited.

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8 ft. x

Other

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February, 1882

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Two Millions Two Hundred and Seventy-seven Thousand Dollars.

Amount.	Description of Work.	Price.
\$ cts		\$ cts.
2,277,000 00	Clearing.....	Per acre..... 150 00
2,486,255 00	Close cutting.....	do..... 170 00
2,864,242 00	Grubbing.....	do..... 200 00
2,970,000 00	Cross logging 16 in. thick covered with brush.....	do..... 700 00
2,999,735 00	Fencing.....	L. ft..... 0 08
3,062,000 00	Solid rock excavation.....	C. yard..... 1 75
3,169,880 00	Loose rock excavation (boulders 9 cubic ft. and over).....	do..... 0 75
3,190,000 00	Earth excavation.....	do..... 0 30
3,195,705 00	Under-drains.....	L. ft..... 0 50
3,349,000 00	Tunnelling.....	
3,389,000 00	"Line tunnels" in rock.....	L. ft..... 75 00
3,488,394 00	"Twelve feet—Stream tunnels".....	do..... 32 00
3,531,832 00	"Six feet—Stream tunnels".....	do..... 12 00
560,000 00	Bridge masonry.....	C. yard..... 13 00
RIEBER.	Culvert masonry.....	do..... 9 00
	Dry masonry (retaining walls, &c.).....	do..... 6 00
	Paving.....	do..... 3 00
	Concrete.....	do..... 8 00
	Rip-rap.....	do..... 3 00
	Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft..... 20 00
	150 ft. clear.....	Each..... 7,500 00
	125 ".....	do..... 6,250 00
	100 ".....	do..... 4,000 00
	60 ".....	do..... 2,000 00
	40 ".....	do..... 1,200 00
	Timber bridge superstructure.....	
	<i>Timber, best quality, for Beam Culverts, &c.</i>	
	12 ft. x 16 ft.....	L. ft..... 0 30
	12 ft. x 12 ft.....	do..... 0 30
	8 ft. x 16 ft.....	do..... 0 25
	8 ft. x 12 ft.....	do..... 0 25
	Other dimensions of timber (if required to be used) at proportionate prices.	
	Piles driven.....	do..... 0 50
	Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do..... 0 30
	Flatted timber in road diversion culverts, 12 in. thick.....	do..... 0 25
	Plank.....	F. B. M..... 25 00
	Wrought iron.....	Lbs..... 0 12
	Cast iron.....	do..... 0 10
	Ties.....	Each..... 0 30
	Crossings.....	do..... 25 00
	Full set of switch gear and signal.....	do..... 200 00
	Track-laying.....	Mile..... 300 00
	Ballasting.....	C. yard..... 0 30
	Setting points and crossings.....	Each..... 40 00
	Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice boards, complete.....	do..... 250 00

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

DUNCAN MACDONALD,
A. CHARLEBOIS,
Montreal.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Two Millions Four Hundred and Eighty-six Thousand Two Hundred and Fifty-five Dollars.

Description of Work.	—	Price.
		\$ cts.
Clearing.....	Per acre.....	35 00
Close cutting.....	do.....	50 00
Grubbing.....	do.....	60 00
Cross logging 16 in. thick covered with brush.....	do.....	1,500 00
Fencing.....	L. ft.....	0 00
Solid rock excavation.....	C. yard.....	1 00
Loose rock excavation (boulders 9 cubic ft. and over).....	do.....	0 50
Earth excavation.....	do.....	0 27
Under-drains.....	L. ft.....	0 20
Tunnelling.....		
“Line tunnels” in rock.....	L. ft.....	80 00
“Twelve feet—Stream tunnels”.....	do.....	
“Six feet—Stream tunnels”.....	do.....	
Bridge masonry.....	C. yd.....	10 00
Culvert masonry.....		
Dry masonry (retaining walls, &c.).....	do.....	8 00
Paving.....	do.....	8 00
Concrete.....	do.....	10 00
Rip-rap.....	do.....	1 50
Rock faced embankments.....	do.....	0 75
Cast-iron pipes, 3 ft diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft.....	
	150 ft. clear.....	Each.....
	125 do.....	do.....
	100 do.....	do.....
Timber bridge superstructure.....	100 deck.....	do.....
	60 do.....	do.....
	Swing.....	do.....
	40 do.....	do.....
<i>Timber, best quality, for Beam Culverts, &c.</i>		
12 ft. x 16 ft.....	Cubic feet ...	0 25
12 ft. x 12 ft.....		
8 ft. x 16 ft.....		
8 ft. x 12 ft.....		
Other dimensions of timber (if required to be used) at proportionate prices.		
Piles driven, ordinary.....	Lin. ft.....	0 20
Piles driven, special.....	do.....	0 25
Crib work in piers and abutments.....	C. yard.....	4 00
For crib wharfing, &c.....	do.....	3 50
Flatted timber in road diversion culverts, 12 in. thick.....	L. ft.....	
Plank.....	F. B. M.....	20 00
Wrought iron.....	Lbs.....	0 10
Cast iron.....	Lbs.....	0 10
Ties.....	Each.....	0 30
Farm crossings.....	do.....	50 00
Full set of switch gear and signal.....	do.....	200 00
Spikes.....	Tons.....	100 00
Track-laying.....	do.....	250 00
Fish plates and bolts.....	Tons.....	150 00
Ballasting.....	C. yard.....	0 30
Setting points and crossings.....	Each.....	100 00
Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice boards, complete.....	do.....	100 00
Passenger station, Port Moody.....		5,000 00
Freight house, do.....		5,000 00
do Pet River.....		1,000 00
Combined passenger and freight building.....		3,500 00
Water tanks.....		2,000 00

Actual Signature,
Occupation and Residence
of the Party Tendering.

ANDREW ONDERDONK,
Civil Engineer and Contractor,
Yale, B.C.

Lump Sum of
Thousand Two

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Two Millions Eight Hundred and Sixty-four Thousand Two Hundred and Forty-two Dollars.

Price.	Description of Work.	Price.
\$ cts.		\$ cts.
35 00	Clearing.....	Per acre..... 60 00
50 00	Close cutting.....	do..... 160 00
80 00	Grubbing.....	do..... 160 00
1,500 00	Cross logging 16 in. thick covered with brush.....	do..... 800 00
0 06	Fencing.....	L. ft..... 0 05
1 05	Solid rock excavation.....	C. yard..... 1 60
0 50	Loose rock excavation (boulders 9 cubic ft. and over).....	do..... 0 60
0 27	Earth excavation.....	do..... 0 30
0 20	Under-drains.....	L. ft..... 0 50
80 00	Tunnelling.....	do..... 100 00
10 00	" Line Tunnels " in rock.....	L. ft..... 1,280 00
8 00	" Twelve feet—Stream tunnels ".....	do..... 1,000 00
8 00	" Six feet—Stream tunnels ".....	do..... 800 00
10 00	Bridge masonry.....	C. yard..... 10 00
1 50	Culvert masonry.....	do..... 12 00
0 75	Dry masonry (retaining walls, &c.).....	do..... 6 00
	Paving.....	do..... 6 00
	Concrete.....	do..... 7 00
	Rip-rap.....	do..... 2 50
5,900 00	Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft..... 10 00
3,000 00		Each..... 7,000 00
	Timber bridge superstructure.....	125 do..... 6,000 00
		100 do..... 5,000 00
		60 do..... 4,000 00
		40 do..... 3,000 00
	<i>Timber, best quality, for Beam Culverts, &c.</i>	
0 25	12 ft. x 16 ft.....	L. ft..... 0 30
	12 ft. x 12 ft.....	do..... 0 25
	8 ft. x 16 ft.....	do..... 0 20
	8 ft. x 12 ft.....	do..... 0 20
0 20	Other dimensions of timber (if required to be used) at proportionate prices.	
0 25	Piles driven.....	do..... 0 60
4 00	Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do..... 0 25
3 50	Flatted timber in road diversion culverts, 12 in. thick.....	do..... 0 30
	Plank.....	F. B. M..... 14 00
20 00	Wrought iron.....	Lbs..... 0 12
0 10	Cast iron.....	do..... 0 12
0 10	Ties.....	Each..... 0 40
0 30	Crossings.....	do..... 25 00
50 00	Full set of switch gear and signal.....	do..... 60 00
200 00	Tracklaying.....	do..... 350 00
100 00	Ballasting.....	C. yard..... 0 40
250 00	Setting points and crossings.....	Each..... 50 00
150 00	Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice boards, complete.....	do..... 40 00
0 30		
100 00		
100 00		
5,000 00		
5,000 00		
1,000 00		
3,500 00		
2,000 00		

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

JAMES MURRAY, Contractor,
St. Catharines, Ontario.
J. A. GOUIN, Ottawa.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Two Millions Nine Hundred and Seventy Thousand Dollars.

Description of Work.		Price.
		\$ cts.
Clearing.....	Per acre.....	75 00
Close cutting.....	do.....	50 00
Grubbing.....	do.....	150 00
Cross logging 16 in. thick covered with brush.....	do.....	100 00
Fencing.....	L. feet.....	0 30
Solid rock excavation.....	C. yards.....	1 60
Loose rock excavation (boulders 9 cubic ft. and over).....	do.....	0 75
Earth excavation.....	do.....	0 33
Under drains.....	L. feet.....	0 20
Tunnelling.....		
"Line tunnels" in rock.....	L. feet.....	105 00
"Twelve feet—Stream tunnels".....	do.....	
"Six feet"—Stream tunnels.....	do.....	
Bridge masonry.....	C. yards.....	15 00
Culvert masonry.....	do.....	6 00
Dry masonry (retaining walls, &c.).....	do.....	4 00
Paving.....	do.....	3 00
Concrete.....	do.....	6 00
Rip-rap.....	do.....	2 25
Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. feet.....	40 00
	150 ft. clear.....	Each.....
	125 do.....	7,000 00
	100 do.....	5,000 00
	60 do.....	3,800 00
	40 do.....	1,800 00
		500 00
Timber bridge superstructure.....		
<i>Timber, best quality, for Beam Culverts, &c.</i>		
12 ft. x 16 ft.....	L. feet.....	0 40
12 ft. x 12 ft.....	do.....	0 35
8 ft. x 16 ft.....	do.....	0 25
8 ft. x 12 ft.....	do.....	0 18
Other dimensions of timber (if required to be used) at proportionate prices.		
Piles driven.....	do.....	0 35
Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do.....	0 18
Flatted timber in road diversion culverts, 12 in. thick.....	do.....	0 15
Plank.....	F.B.M.....	16 00
Wrought iron.....	Lbs.....	0 12½
Cast iron.....	do.....	0 12½
Ties.....	Each.....	0 32
Crossings.....	do.....	65 00
Full set of switch gear and signal.....	do.....	65 00
Tracklaying.....	Mile.....	250 00
Ballasting.....	C. yard.....	0 30
Setting points and crossings.....	Each.....	15 00
Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice boards, complete.....	do.....	50 00

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

HUGH RYAN, Contractor, Perth.
P. PURCELL.
JOHN RYAN.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Two Millions Nine Hundred and Ninety-nine Thousand Seven Hundred and Thirty-five Dollars.

mp Sum of
Dollars.

Price.	Description of Work.	—	Price.
\$ cts.			\$ cts.
75 00	Clearing.....	Per acre.....	40 00
50 00	Close cutting.....	do.....	100 00
150 00	Grubbing.....	do.....	145 00
100 00	Cross logging 16 in. thick covered with brush.....	do.....	1,000 00
0 30	Fencing.....	L. ft.....	0 05
1 60	Solid rock excavation.....	C. yard.....	1 45
0 75	Loose rock excavation (boulders 9 cubic ft. and over).....	do.....	0 50
0 33	Earth excavation.....	do.....	0 29
0 20	Under drains.....	L. ft.....	0 40
105 00	Tunnelling.....		
	"Line tunnels" in rock.....	L. ft.....	90 00
	"Twelve feet—Stream tunnels".....		
	"Six feet—Stream tunnels".....	C. yard.....	10 00
15 00	Bridge masonry.....	do.....	5 00
6 00	Culvert masonry.....	do.....	5 00
4 00	Dry masonry (retaining walls, &c.).....	do.....	7 00
3 00	Paving.....	do.....	1 80
6 00	Concrete.....		
2 25	Rip-rap.....		
40 00	Cast iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft.....	10,000 00
7,000 00	2 (two) swing bridges.....	Each.....	5,900 00
5,000 00	3 (three) Howe truss bridges.....	do.....	3,009 00
3,800 00	11 (eleven) timber bridge superstructure.....	do.....	
1,800 00	26 (twenty-six) bridges.....	do.....	1,000 00
500 00			
	<i>Timber, best quality, for Beam Culverts, &c.</i>		
	400,000 cubic feet pine timber.....	C. ft.....	0 35
0 40	91 tons fish-plate bolts.....	Per lb.....	0 09
0 35	273 tons spikes.....	do.....	0 09
0 25	165,000 cubic yards rock-faced embankments, &c.....	C. yard.....	1 90
0 18	Other dimensions of timber (if required to be used) at proportionate prices.		
	Piles driven.....	L. ft.....	
0 35	226,000 lineal feet special driven.....	do.....	0 30
0 18	Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do.....	0 30
0 15	Flatted timber in road diversion culverts, 12 in. thick.....	do.....	0 25
16 00	45,040 crib work on piers and abutments.....	C. yard.....	3 50
0 124	Plank.....	F. B. M.....	25 00
0 124	Wrought iron.....	Lbs.....	0 09
0 32	Cast iron.....	do.....	0 09
65 00	Ties.....	Each.....	0 25
65 00	Crossings.....	do.....	70 00
250 00	Full set of switch gear and signal.....	do.....	450 00
0 30	Track laying.....	Mile.....	200 00
15 00	Ballasting.....	C. yard.....	0 25
	Setting points and crossings.....	Each.....	30 00
50 00	Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and, notice-boards, complete.....	do.....	140 00
	1 (one) passenger depot at Port Moody.....		8,000 00
	1 (one) freight do do.....		4,000 00
	1 (one) do do Pet River.....		3,000 00
	7 (seven) combined passenger and freight depots.....	Each.....	3,000 00
	5 (five) water tanks and services.....		2,000 00

, Perth.

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

DENIS O'BRIEN, Contractor, Montreal.
JOHN P. WHELEN, Contractor, Montreal.
M. C. MULLIN, Merchant, Montreal.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions and Sixty-two Thousand Dollars.

Description of Work.		Price.
Clearing.....	Per acre.....	\$ 30 00
Close cutting.....	do	50 00
Grubbing.....	do	80 00
Cross logging 16 in. thick covered with brush.....	do	1,500 00
Fencing.....	L. feet.....	0 05
Solid rock excavation.....	C. feet.....	1 65
Loose rock excavation (boulders 9 cubic ft. and over).....	do	0 80
Earth excavation.....	do	0 29
Under-drains.....	L. feet.....	0 50
Tunnelling.....		
“Line tunnels” in rock.....	L. feet.....	100 00
“Twelve feet—Stream tunnels”.....	do	65 00
“Six feet—Stream tunnels”.....	do	35 00
Bridge masonry.....	C. yard.....	7 00
Culvert masonry.....	do	3 00
Dry masonry (retaining walls, &c).....	do	7 00
Paving.....	do	2 00
Concrete.....	do	37 00
Rip-rap.....	L. feet.....	5,400 00
Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	Each.....	4,200 00
	150 ft. clear.....	3,200 00
	125 do	1,400 00
	100 do	800 00
	60 do	
	40 do	
Timber bridge superstructure.....	do	
<i>Timber, best quality, for Beam Culverts, &c.</i>		
12 ft. x 16 ft.....	L. feet.....	0 55
12 ft. x 12 ft.....	do	0 40
8 ft. x 16 ft.....	do	0 37
8 ft. x 12 ft.....	do	0 30
Other dimensions of timber (if required to be used) at proportionate prices.		
Piles driven.....	do	0 40
Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do	0 30
Flatted timber in road diversion culverts, 12 in. thick.....	do	0 25
Plank.....	F. B. M.....	25 00
Wrought iron.....	Lbs.....	0 12
Cast iron.....	do	0 10
Ties.....	Each.....	0 23
Crossings.....	do	30 00
Full set of switch gear and signal.....	do	35 00
Track-laying.....	Mile.....	225 00
Ballasting.....	C. yard.....	0 33
Setting points and crossings.....	Each.....	20 00
Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice-boards, complete.....	do	125 00

Actual Signature.
Occupation and Residence
of the Party Tendering.

JAMES GOODWIN, Contractor,
Ottawa, Ontario,

Lump Sum of
Dollars.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions One Hundred and Sixty-nine Thousand Eight Hundred and Eighty Dollars.

Price.	Description of Work.	Price.
\$ cts.		\$ cts.
30 00	Clearing	Per acre..... 35 00
50 00	Close cutting	do 55 00
80 00	Grubbing	do 110 00
1,500 00	Cross logging 16 in. thick covered with brush.....	do 1,300 00
0 05	Fencing.....	L. ft. 0 06
1 65	Solid rock excavation.....	C. yard..... 1 40
0 80	Loose rock excavation (boulders 9 cubic ft. and over).....	do 1 40
0 29	Earth excavation.....	do 0 32
0 50	Under-drains.....	L. ft. 0 40
100 00	Tunnelling.....	
65 00	" Line tunnels" in rock.....	L. ft. 95 00
35 00	" Twelve feet—Stream tunnels "	do 45 00
	" Six feet—Stream tunnels "	do 20 00
	Bridge masonry.....	C. yard..... 12 00
3 00	Culvert masonry.....	do 12 00
7 00	Dry masonry (retaining walls, &c.).....	do 7 00
2 00	Paving.....	do 6 00
	Concrete.....	do 8 00
37 00	Rip-rap.....	do 2 75
5,400 00	Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft. 50 00
4,200 00		Each 9,000 00
3,200 00		do 5,625 00
1,400 00		do 4,500 00
800 00		do 2,500 00
		do 1,000 00
	Timber bridge superstructure.....	
	{ 150 ft. clear.....	L. ft. 50 00
	{ 125 do do 9,000 00	
	{ 100 do do 5,625 00	
	{ 60 do do 4,500 00	
	{ 40 do do 2,500 00	
	{ 40 do do 1,000 00	
	Timber, best quality, for Beam Culverts, &c.	
0 55	12 ft. x 16 ft.....	} L. ft. 0 30
0 40	12 ft. x 12 ft.....	
0 37	8 ft. x 16 ft.....	
0 30	8 ft. x 12 ft.....	
0 40	Other dimensions of timber (if required to be used) at proportionate prices.	
0 30	Pres. driven.....	L. ft. 0 37½
0 25	Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do 0 30
25 00	Planted timber in road diversion culverts, 12 in. thick.....	do 0 30
0 12	Plank.....	F. B. M..... 40 00
0 10	Wrought iron.....	Lbs. 0 10
0 23	Cast iron.....	Lbs. 0 10
30 00	Ties.....	Each. 0 25
35 00	Crossings.....	do 30 00
225 00	Full set of switch gear and signal.....	do 75 00
0 38	Track-laying.....	Mile. 400 00
20 50	Ballasting.....	C. yard..... 0 35
	Setting points and crossings.....	Each 50 00
125 00	Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice boards, complete.....	do 75 00

Ontario,

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

WILLIAM DAVIS,
W. H. DAVIS,
M. P. DAVIS,
J. T. DAVIS,
Contractors, Ottawa.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions One Hundred and Ninety Thousand Dollars.

Description of Work.	—	Price.
		\$ cts.
Clearing.....	Per acre.....	125 00
Close cutting.....	do	60 00
Grubbing.....	do	220 00
Cross logging 16 in. thick covered with brush.....	do	660 00
Fencing.....	L. ft.	0 03½
Solid rock excavation.....	C. yard.....	1 48
Loose rock excavation (boulders 9 cubic ft. and over).....	do	0 70
Earth excavation.....	do	0 28
Under drains.....	L. ft.	0 30
Tunnelling.....		
“Line tunnels” in rock.....	L. ft.	98 00
“Twelve feet—Stream tunnels”.....	do	45 00
“Six feet—Stream tunnels”.....	do	18 00
Bridge masonry.....	C. yard.....	10 75
Culvert masonry.....	do	8 75
Dry masonry (retaining walls, &c.).....	do	6 50
Paving.....	do	2 50
Concrete.....	do	6 00
Rip-rap.....	do	1 80
Cast iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft.	30 00
	Each.....	5,100 00
	150 ft. clear.....	3,900 00
	125 do	3,000 00
	100 do	1,550 00
	60 do	875 00
	40 do	
Timber Bridge Superstructure.....		
<i>Timber, best quality, for Beam Culverts, &c.</i>		
12 ft. × 16 ft.....	L. ft.	0 50
12 ft. × 12 ft.....	do	0 39
8 ft. × 16 ft.....	do	0 32
8 ft. × 12 ft.....	do	0 27
Other dimensions of timber (if required to be used) at proportionate prices.		
Piles driven.....	do	0 33
Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do	0 16
Flatted timber in road diversion culverts, 12 in. thick.....	do	0 22
Plank.....	F. B. M.	22 00
Wrought iron.....	Lbs	0 08
Cast iron.....	do	0 08
Ties.....	Each.....	0 22½
Crossings.....	do	24 00
Full set of switch gear and signal.....	do	46 00
Track laying.....	Mile.....	245 00
Ballasting.....	C. yard.....	0 30
Setting points and crossings.....	Each.....	6 50
Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice-boards complete.....	do	120 00

Actual Signature,
Occupation and Residence
of the Party Tendering.

{ The Railway Improvement Co. of North America,
By JAS. O. BLOSS, President,
123 Pearl Street, New York.

p Sum of
ollars.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Bulk Sum of which amounts to Three Millions One Hundred and Ninety-five Thousand Seven Hundred and Five Dollars.

Price.	Description of Work.	Price.
\$ cts.		\$ cts.
125 00	Clearing.....	Per acre..... 30 00
60 00	Close cutting.....	do 50 00
220 00	Grubbing.....	do 80 00
660 00	Cross logging 16 in. thick covered with brush.....	do 500 00
0 03½	Fencing.....	L. ft. 0 06
1 48	Solid rock excavation.....	C. yard..... 2 00
0 70	Loose rock excavation (boulders 9 cubic ft. and over).....	do 0 80
0 28	Earth excavation.....	do 0 30
0 30	Under-drains.....	L. ft. 0 40
98 00	Tunnelling.....	
45 00	“Line tunnels” in rock.....	L. ft. 100 00
18 00	“Twelve feet—Stream tunnels”.....	do 40 00
10 75	“Six feet—Stream tunnels”.....	do 20 00
8 75	Bridge masonry.....	C. yard..... 14 00
6 50	Culvert masonry.....	do 8 00
2 50	Dry masonry (retaining walls, &c.).....	do 6 00
6 00	Paving.....	do 4 00
1 80	Concrete.....	do 10 00
30 00	Rip-rap.....	do 3 00
5,100 00	Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not to be included in this item).....	L. ft. 30 00
3,900 00		Each 5,500 00
3,000 00		125 do 4,000 00
1,550 00		100 do 3,000 00
875 00		60 do 2,000 00
		40 do 1,200 00
	Timber bridge superstructure.....	
		150 ft. clear.....
		125 do do 4,000 00
		100 do do 3,000 00
		60 do do 2,000 00
		40 do do 1,200 00
	<i>Timber, best quality, for Beam Culverts, &c.</i>	
0 50	12 ft. × 16 ft.....	L. ft. 0 40
0 39	12 ft. × 12 ft.....	do 0 30
0 32	8 ft. × 16 ft.....	do 0 28
0 27	8 ft. × 12 ft.....	do 0 35
	Other dimensions of timber (if required to be used) at proportionate prices.	
0 33	Piles driven.....	do 0 25
0 16	Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do 0 20
0 22	Flatted timber in road diversion culverts, 12 in. thick.....	do 0 25
22 00	Plank.....	per M F. B. M..... 20 00
9 08	Wrought iron.....	Lbs 0 10
0 06	Cast iron.....	do 0 08
0 22½	Ties.....	Each..... 0 25
24 00	Crossings.....	do 50 00
46 00	Full set of switch gear and signal.....	do 150 00
245 00	Tracklaying.....	Mile 250 00
0 30	Ballasting.....	C. yard..... 0 30
6 50	Setting points and crossings.....	Each..... 40 00
120 00	Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice-boards, complete.....	do 200 00

merica,
w York.

Actual Signature,
Occupation and Residence
of the Party Tendering. }

H. J. BEEMER,
Windsor Hotel,
Montreal.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions Three Hundred and Forty-nine Thousand Dollars.

Description of Work.		Price.
		\$ cts.
Clearing.....	Per acre.....	90 00
Close cutting.....	do.....	90 00
Grubbing.....	do.....	150 00
Cross logging 16 in. thick covered with brush.....	do.....	1,200 00
Fencing.....	L. ft.....	0 05
Solid rock excavation.....	C. yard.....	1 80
Loose rock excavation (boulders 9 cubic ft. and over).....	do.....	0 80
Earth excavation.....	do.....	0 30
Under-drains.....	L. ft.....	1 00
Tunnelling.....		
"Line Tunnels" in rock.....	L. ft.....	110 00
"Twelve feet—Stream tunnels".....		
"Six feet—Stream tunnels".....		
Bridge masonry, with mortar, and in retaining walls.....	C. yard.....	12 00
Culvert masonry.....	do.....	5 50
Dry masonry (retaining walls, &c.).....	do.....	4 00
Paving.....	do.....	6 00
Concrete.....	do.....	2 50
Rip-rap, hand laid.....	do.....	2 00
Rock facing to embankment piers.....	do.....	
Cast iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....		
<i>Timber, best quality, for Beam Culverts, &c.</i>		
Crib-work in piers and embankments.....	do.....	3 00
do wharfing with rough logs.....	do.....	2 50
26 Perry improvement bridges..... 40 ft. clear.....	Each.....	1,200 00
11 Howe truss bridges..... 100 do.....	do.....	3,500 00
2 deck sparr do..... 100 do.....	do.....	3,500 00
3 Howe truss do..... 125 do.....	do.....	4,000 00
2 sawing do..... 150 do.....	do.....	6,500 00
Other dimensions of timber (if required to be used) at proportionate prices.		
Frame timber, 400,000 ft., bridgers.....	C. ft.....	0 35
Plank.....	F. B. M.....	25 00
Piles driven, ordinary trestle work.....	L. ft.....	C 40
Round timber for crib wharfing, &c., not less than 12 in. diameter, special drawing.....	do.....	0 50
Flatted timber in road diversion culverts, 12 in. thick.....		
Wrought iron.....	Lbs.....	0 12
Cast iron.....	do.....	0 10
Ties.....	Each.....	0 25
Tracklaying.....	Mile.....	200 00
91 tons fish-plate bolts.....	Ton.....	200 00
91 do spikes.....	do.....	200 00
Setting points and crossings.....	Each.....	40 00
Full set of switch gear and signal.....	do.....	250 00
Ballasting.....	C. yard.....	0 30
Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice-boards, complete.....	Each.....	150 00
Crossings.....	do.....	0 30
Passenger station, Port Moody.....		5,000 00
Freight house do.....		3,500 00
do Pelt River.....		3,000 00
Combined passenger and freight buildings.....	Each.....	3,000 00
Water tank services.....	do.....	3,500 00

Actual Signatures,
Occupations and Residences
of Parties Tendering.

{ E. J. CHARLTON, Contractor, Quebec.
T. J. O'BRIEN, Contractor, San Francisco, California.
JAMES FAIRNS, Banker, New York City.
N. J. PURPORE, Chichester.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions Three Hundred and Eighty-nine Thousand Dollars.

p Sum of
Thousand

Price.	Description of Work.	Price.
\$ cts.		\$ cts.
90 00		
90 00		
150 00		
1,200 00		
0 05	Clearing	Per acre..... 50 00
1 80	Close cutting	do 30 00
0 80	Grubbing	do 50 00
0 30	Cross logging 16 in. thick covered with brush.....	do 500 00
1 00	Fencing.....	L. ft. 0 06
	Solid rock excavation.....	C. yard..... 1 60
	Loose rock excavation (boulders 9 cubic ft. and over).....	do 0 80
	Earth excavation.....	do 0 35
110 00	Under-drains.....	L. ft. 0 40
12 00	Tunnelling.....	
5 50	" Line tunnels " in rock.....	L. ft. 120 00
4 00	" Twelve feet—Stream tunnels ".....	do 50 00
6 00	" Six feet—Stream tunnels ".....	do 20 00
2 50	Bridge masonry.....	C. yard..... 12 00
2 00	Culvert masonry.....	do 6 00
	Dry masonry (retaining walls, &c.).....	do 5 00
	Paving.....	do 5 00
	Concrete.....	do 5 00
	Rip-rap.....	do 3 00
	Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft. 10 00
3 00		Each 4,000 00
2 50		125 do 3,500 00
1,200 00	Timber bridge superstructure.....	100 do 3,000 00
3,500 00		60 do 1,500 00
3,500 00		40 do 1,000 00
4,000 00		
6,500 00		
	<i>Timber, best quality, for Beam Culverts, &c.</i>	
0 35	12 ft. x 16 ft..... per M. Ft. B. M.	L. ft. 0 30
25 00	12 ft. x 12 ft.....	do 0 30
0 40	8 ft. x 16 ft.....	do 0 30
	8 ft. x 12 ft.....	do 0 30
0 50	Other dimensions of timber (if required to be used) at proportionate prices.	
	Piles driven.....	do 0 30
0 12	Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do 0 20
0 10	Flatted timber in road diversion culverts, 12 in. thick.....	do 0 25
0 25	Plank.....	F. B. M..... 30 00
200 00	Wrought iron.....	Lbs 0 06
200 00	Cast iron.....	do 0 05
200 00	Ties.....	Each 0 25
40 00	Crossings.....	do 50 00
250 00	Full set of switch gear and signal.....	do 70 00
0 30	Tracklaying.....	Mile..... 250 00
	Ballasting.....	C. yard 0 40
150 00	Setting points and crossings.....	Each 15 00
0 30	Public road level crossings, comprising timber cattle-guards, planing, small timber culverts under approaches, and notice-boards, complete.....	do 50 00
8,000 00		
3,500 00		
3,000 00		
3,000 00		
3,500 00		

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

WM. EDE, San Francisco, Cal.
J. McMULLEN, do

Contractors.

California.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions Three Hundred and Eighty-nine Thousand Dollars.

Description of Work.		Price.
		\$ cts.
Clearing.....	Per acre.....	80 00
Close cutting.....	do.....	160 00
Grubbing.....	do.....	400 00
Cross logging 16 in. thick covered with brush.....	do.....	800 00
Fencing.....	L. ft.....	0 06
Solid rock excavation.....	C. yard.....	2 00
Loose rock excavation (boulders 9 cubic feet and over).....	do.....	1 00
Earth excavation.....	do.....	0 32
Under-drains.....	L. ft.....	0 50
Tunnelling.....		
“Line tunnels” in rock.....	L. ft.....	105 00
“Twelve feet—Stream tunnels”.....	do.....	105 00
“Six feet—Stream tunnels”.....	do.....	105 00
Bridge masonry.....	C. yard.....	14 00
Culvert masonry.....	do.....	10 00
Dry masonry (retaining walls, &c.).....	do.....	9 00
Paving.....	do.....	15 00
Concrete.....	do.....	8 00
Rip-rap.....	do.....	2 50
Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft.....	
150 ft. clear.....	Each.....	6,250 00
125 do.....	do.....	4,000 00
100 do.....	do.....	2,500 00
60 do.....	do.....	1,000 00
40 do.....	do.....	
Timber bridge superstructure.....		
<i>Timber, best quality, for Beam Culverts, &c.</i>		
12 ft. x 16 ft.....	L. ft.....	0 40
12 ft. x 12 ft.....	do.....	0 40
8 ft. x 16 ft.....	do.....	0 40
8 ft. x 12 ft.....	do.....	0 36
Other dimensions of timber (if required to be used) at proportionate prices.		
Piles driven.....	do.....	0 30
Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do.....	0 15
Flatted timber in road diversion culverts, 12 in. thick.....	do.....	0 20
Plank.....	F. B. M.....	25 00
Wrought iron.....	Lbs.....	0 12
Cast iron.....	do.....	0 10
Ties.....	Each.....	0 30
Crossings.....	do.....	50 00
Full set of switch gear and signal.....	do.....	100 00
Tracklaying.....	Mile.....	300 00
Ballasting.....	C. yard.....	0 32
Setting points and crossings.....	Each.....	100 00
Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice-boards, complete.....	do.....	300 00

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

ALEX. MANNING, Toronto,
A. MACDONALD, Toronto,
Contractors.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions Four Hundred and Eighty-eight Thousand Three Hundred and Ninety-four Dollars.

Price.	Description of Work.	Price.
\$ cts.		
80 00	Clearing.....	Per acre..... 100 00
180 00	Close cutting.....	do 48 00
400 00	Grubbing.....	do 200 00
800 00	Cross logging 16 in. thick covered with brush.....	do 800 00
0 06	Fencing.....	L. ft. 0 07
2 00	Solid rock excavation.....	C. yard. 1 60
1 00	Loose rock excavation (boulders 9 cubic ft. and over).....	do 0 70
0 32	Earth excavation.....	do 0 40
0 50	Under-drains.....	L. ft. 0 36
105 00	Tunnelling.....	
105 00	“Line Tunnels” in rock.....	L. ft. 90 00
105 00	“Twelve feet—Stream tunnels”.....	do 36 00
14 00	“Six feet—Stream tunnels”.....	do 24 00
10 00	Bridge masonry.....	C. yard. 15 50
9 00	Culvert masonry.....	do 12 00
15 00	Dry masonry (retaining walls, &c).....	do 6 00
8 00	Paving.....	do 3 60
2 50	Concrete.....	do 8 00
	Rip-rap.....	do 2 00
6,250 00	Cast iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft. 30 00
4,000 00		Each 5,400 00
2,500 00	Timber bridge superstructure.....	150 ft. clear..... do 4,000 00
1,000 00		125 do do 3,000 00
		60 do do 1,400 00
		40 do do 900 00
	<i>Timber, best quality, for Beam Culverts, &c.</i>	
0 40	12 ft. × 16 ft.....	L. ft. 0 43
0 40	12 ft. × 12 ft.....	do 0 32
0 40	8 ft. × 16 ft.....	do 0 29
0 36	8 ft. × 12 ft.....	do 0 22
0 30	Other dimensions of timber (if required to be used) at proportionate prices.	
0 15	Piles driven.....	do 0 26
0 20	Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do 0 12
25 00	Flatted timber in road diversion culverts, 12 in. thick.....	do 0 18
0 12	Plank.....	F. B. M. 18 00
0 10	Wrought iron.....	Lbs 0 12
0 30	Cast iron.....	do 0 08
50 00	Ties.....	Each 0 30
100 00	Crossings.....	do 200 00
300 00	Full set of switch gear and signal.....	do 100 00
0 32	Tracklaying.....	Mile..... 480 00
100 00	Ballasting.....	C. yard. 0 50
300 00	Setting points and crossings.....	Each 30 00
	Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice-boards complete.....	do 190 00

Actual Signature,
Occupation and Residence
of the Party Tendering.

J. B. MONTGOMERY,
Rutland, Oregon,
United States.

SCHEDULE OF PRICES referred to in the hereto annexed Contract, the Lump Sum of which amounts to Three Millions Five Hundred and Thirty-one Thousand, Eight Hundred and Thirty-two Dollars.

Description of Work.	—	Price.
		\$ cts.
Clearing	Per acre.....	30 00
Close cutting.....	do	50 00
Grubbing	do	100 00
Cross logging 16 in. thick covered with brush	do	1,000 00
Fencing	L. ft.	0 05
Solid rock excavation	C. yard.....	1 75
Loose rock excavation (boulders 9 cubic feet and over).....	do	0 65
Earth excavation	do	0 35
Under-drains	L. ft.	0 45
Tunnelling		
“Line tunnels” in rock.....	L. ft.	100 00
“Twelve feet—Stream tunnels”	do	80 00
“Six feet—Stream tunnels”	do	30 00
Bridge masonry.....	C. yard.....	20 00
Culvert masonry.....	do	18 00
Dry masonry (retaining walls, &c.).....	do	6 00
Paving.....	do	5 00
Concrete.....	do	8 00
Rip-rap	do	3 00
Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete (the concrete not included in this item).....	L. ft.	40 00
	Each.....	7,500 00
Timber bridge superstructure.....	150 ft. clear.....	5,000 00
	125 do	3,500 00
	100 do	2,400 00
	60 do	750 00
	40 do	
<i>Timber, best quality, for Beam Culverts, &c.</i>		
12 ft. < 16 ft.	L. ft.	0 40
12 ft. < 12 ft.	do	0 30
8 ft. < 16 ft.	do	0 30
8 ft. < 12 ft.	do	0 25
Other dimensions of timber (if required to be used) at proportionate prices.		
Piles driven	do	0 35
Round timber for crib wharfing, &c., not less than 12 in. diameter.....	do	0 25
Flatted timber in road diversion culverts, 12 in. thick.....	do	0 25
Plank	F. B. M.....	20 00
Wrought iron	Lbs.	0 11
Cast iron	do	0 09
Ties.....	Each.....	0 29
Crossings.....	do	150 00
Full set of switch gear and signal.....	do	120 00
Tracklaying.....	do	250 00
Ballasting.....	do	0 35
Setting points and crossings.....	C. yard.....	50 00
Public road level crossings, comprising timber cattle-guards, planking, small timber culverts under approaches, and notice-boards, complete.....	do	150 00
Steam-pump, boiler and engine-house for water stations.....	do	3,000 00

Actual Signatures,
Occupations and Residences
of the Parties Tendering.

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JOHN HERBERT, Contractor, Toronto.
JOHN RENNIE, of Toronto, Merchant.
M. STARRS, Ottawa, Contractor.

CANADIAN PACIFIC RAILWAY, OFFICE OF THE ENGINEER-IN-CHIEF.

OTTAWA, 6th February, 1882.

SIR,—I have the honor to report, in connection with the advertisement attached hereto, inviting tenders for the construction of the section of the Canadian Pacific Railway, between Emory's Bar and Port Moody:—

Fourteen tenders in all were received, ranging from \$2,277,000 to \$3,531,832.

The tender of Messrs. McDonald and Charlebois is the lowest, but is irregular, inasmuch as the cheque accompanying it was marked by the Bank of Montreal on the 24th ult., good for two days only. The tender of A. Onderdonk, for \$2,486,255, consequently becomes the lowest, and as he is possessed of the necessary skill and resources and his tender is practically the same as the amount of my estimate submitted to the Hon. the Minister, last year, viz:—\$2,560,000, I recommend that his tender be accepted.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, *Engineer-in-Chief.*

F. BRAUN, Esq., Secy. Railways and Canals.

Attached hereto will be found a copy of Messrs. McDonald and Charlebois' cheque herein referred to:—

MONTREAL, 23rd January, 1882.

To the Bank of Montreal.

Pay to the order of the Honorable the Minister of Railways and Canals, twenty thousand dollars.

\$20,000



McDONALD & CHARLEBOIS.

True copy of the cheque deposited by Messrs. McDonald and Charlebois with their tender for the construction of the section of the Canadian Pacific Railway extending from Emory's Bar to Port Moody, received and opened on the 1st February, 1882.

T. TRUDEAU.

COLLINGWOOD SCHREIBER.

F. BRAUN, *Secretary.*

CANADIAN PACIFIC RAILWAY, OFFICE OF THE ENGINEER-IN-CHIEF.

OTTAWA, 2nd February, 1882.

(Memorandum.)

Port Moody and Emory Section. I have made a rather hurried estimate of the cost of constructing this section at the lowest prices I considered safe. This amounts in round numbers to \$3,000,000 (including station and wharf at Port Moody). I do not think that this can be much reduced in strict accordance with the plans. But I

am going over the whole matter, carefully checking the quantities and noting points where a possible reduction can be made by slight changes in the line and other modifications. This will occupy several days.

MARCUS SMITH.

C. Schreiber, Esq., C.P.R.

DEPARTMENT RAILWAYS AND CANALS, MINISTER'S OFFICE, 6th February, 1882.
(Memorandum, MONDAY, 6th February, 1882).

Re Tender, Emory's Bar and Port Moody.

Under instructions from the Minister on Saturday last, I called at about half-past ten o'clock this morning on Mr. Drummond, manager of the Bank of Montreal here, and handed him a certain cheque drawn by Macdonald and Charlebois on the Bank of Montreal, dated 23rd January, 1882, for \$20,000, and stamped on the 24th of same month, "good for two days only," asking him whether he would pay it. On finding the cheque was marked "good for two days only," he shook his head, and said it would be necessary to enquire at the head office. He suggested making enquiry, to which I assented. At about one o'clock this day Mr. Drummond called at my office and handed me, in presence of Mr. Trudeau, the telegram from the head office, Montreal, which I this afternoon handed to the Minister, and which is attached hereto, marked with my initials.

A. P. BRADLEY.

(Telegram.)

MONTREAL, 6th February, 1882.

To Bank of Montreal.

Banker requisite to-day, please strike out for two days only from our acceptance stamp. The cheque will be good until paid.

SHADBOLT.

Handed to me by Mr. Drummond in my office about 1 p.m., 6th February.

A. P. BRADLEY.

OTTAWA, 7th February, 1882.

(Memorandum.)

The undersigned has the honor to report that in response to an advertisement inviting tenders, to be delivered in this Department up to noon on Wednesday, the 1st day of February, 1882, for the construction of the section of the Canadian Pacific Railway between Emory's Bar and Port Moody, the following offers were received:—

From	For the sum of
D. McDonald & A. Charlebois	\$2,277,000 00
Andrew Onderdonk.....	2,486,255 00
James Murray & Co.....	2,864,242 00
Ryan, Purcell & Ryan.....	2,970,000 00
Dennis O'Brien & Co.....	2,999,735 00
James Goodwin.....	3,062,000 00
William Davis & Co.	3,169,880 00
The Railway Improvement Co. of North America..	3,190,000 00
T. J. Beemer.....	3,195,705 00
E. J. Charlton & Co.....	3,349,000 00
William Ede & Co.....	3,389,000 00
A. Manning & A. McDonald.....	3,389,000 00
J. B. Montgomery.....	3,488,394 00
John Herbert & Co.....	3,531,832 00

That the 92nd clause of the specifications of the works embraced in this section states that no tender will be entertained "unless a bank cheque, marked good by the bank, for \$20,000, accompanies the tender."

That the lowest tender as above, that from Messrs. D. McDonald and A. Charlebois, is irregular, inasmuch as the cheque which accompanied it is marked by the Bank of Montreal on the 24th January, 1882, as good for two days only.

That the lowest tender made in conformity with the conditions of the specifications, is that by Mr. Andrew Onderdonk for the sum of \$2,486,255.00.

That this amount is lower than the Engineer's estimate of the value of the works to be performed, but the Chief Engineer, in a report dated the 6th February, 1882, states that Mr. Andrew Onderdonk has the necessary skill and resources to carry out the undertaking.

The undersigned accordingly recommends the acceptance of Mr. Andrew Onderdonk's tender for the construction of the section of the Canadian Pacific Railway between Emory's Bar and Port Moody, under the terms and conditions of the specifications for the said work, for the sum of \$2,486,255.00.

Respectfully submitted,

CHARLES TUPPER, Minister Railways and Canals.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 8th February, 1882.

On a memorandum dated 7th February, 1882, from the Minister of Railways and Canals, stating that in response to an advertisement inviting tenders, to be delivered in the Department of Railways and Canals up to noon on Wednesday, the 1st day of February, 1882, for the construction of the section of the Canadian Pacific Railway between Emory's Bar and Port Moody, the following offers were received:—

From	For the sum of
D. McDonald & A. Charlebois.....	\$2,277,000
Andrew Onderdonk.....	2,486,255
James Murray & Co.....	2,864,242
Ryan, Purcell & Ryan.....	2,970,000
Dennis O'Brien & Co.....	2,999,735
James Goodwin.....	3,062,000
William Davis & Co.....	3,169,880
The Railway Improvement Company of North America	3,190,000
T. J. Beemer.....	3,195,705
E. J. Charlton & Co.....	3,349,000
William Ede & Co.....	3,389,000
A. Manning & A. McDonald	3,389,000
J. B. Montgomery.....	3,488,394
John Herbert & Co.....	3,531,832

That the 92nd clause of the specification of the works embraced in this section states that no tender will be entertained "unless a bank cheque, marked good by the bank, for \$20,000, accompanies the tender."

That the lowest tender, as above, that from Messrs. D. McDonald & A. Charlebois, is irregular, inasmuch as the cheque which accompanied it is marked by the Bank of Montreal on the 24th January, 1882, as good for two days only.

That the lowest tender made in conformity with the conditions of the specifications, is that by Mr. Andrew Onderdonk, for the sum of \$2,486,255.

That this amount is lower than the Engineer's estimate of the value of the work to be performed, but the Chief Engineer, in a report dated the 6th February, 1882, states that Mr. Onderdonk has the necessary skill and resources to carry out the undertaking.

The Minister accordingly recommends the acceptance of Mr. Andrew Onderdonk's tender for the construction of the section of the Canadian Pacific Railway between Emory's Bar and Port Moody, under the terms and conditions of the specification for the said work, for the sum of two millions four hundred and eighty-six thousand two hundred and fifty-five dollars (\$2,486,255).

The Committee submit the above recommendation for Your Excellency's approval.

Certified, J. O. COTÉ, *Clerk P. C.*
Hon. Minister of Railways and Canals.

OTTAWA, 7th February, 1882.

SIR,—I am directed by the Honorable the Minister of Railways and Canals to inform you that your tender for the construction of the section of the Canadian Pacific Railway between Emory's Bar and Port Moody, has been accepted.

I have now to call upon you to deposit to the credit of the Honorable the Receiver-General, within eight (8) days from this date, the sum of one hundred and twenty-five thousand dollars (\$125,000,) representing the five per cent. required under the specifications.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary.*

ANDREW ONDERDONK, Esq., at Mr. May's, Metcalfe St.

OTTAWA, 8th February, 1882.

SIR,—I beg to acknowledge the receipt of your esteemed favor of the 7th inst., in which you inform me that my tender for the construction of the Canadian Pacific Railway between Emory's Bar and Port Moody, has been accepted, and calling upon me to deposit within eight days the required guarantee of one hundred and twenty-five thousand dollars.

I would state in reply that I am prepared to comply with this requirement, and enter into contract as soon thereafter as it may best suit the convenience of the Honorable the Minister of Railways and Canals.

Respectfully submitted,

ANDREW ONDERDONK.

F. BRAUN, Esq., Secretary Railways and Canals.

(Telegram.)

10th February, 1882.

To Sir CHARLES TUPPER, Montreal.

"This morning's *Gazette* says that we were the lowest tender for Port Moody Section, and as we failed to make the deposit the contract was awarded to Onderdonk. This is incorrect; we are only waiting notice from the Department to complete deposit. Waiting answer.

McDONALD & CHARLEBOIS.

(Telegram same date.)

To F. BRAUN.

Any decision in B. C. tenders; awaiting notice to make deposit. Answer.

McDONALD & CHARLEBOIS.

OTTAWA, 10th February, 1882.

McDONALD & CHARLEBOIS, Montreal.

Contract was awarded to Onderdonk, whose tender was lowest, as yours could not be considered for want of cheque marked *good*, as required by specification.

F. BRAUN, *Secretary.*

To the Honorable the President of the Council, Ottawa.

SIR,—We have the honor to submit the enclosed petition to His Excellency the Governor-General in Council.

We have the honor, Sir, to be,

Your obedient servants,

McDONALD & CHARLEBOIS, per F.M.M.

To His Excellency the Governor-General in Council :

The petition of Duncan McDonald and Alphonse Charlebois, of the City of Montreal, Contractors,

Humbly sheweth,—

1. That during the month of October the Government of Canada advertised for tenders for the construction of one of the sections of the Canadian Pacific Railway between Port Moody and Emory's Bar, in the Province of British Columbia.

2. That on the first of February instant your petitioners filed, with the proper officer in the Department of Railways and Canals, in the City of Ottawa, a tender for the construction of said works.

3. That the deposit required by the advertisement and specifications was duly made with the proper officer of the Department of Railways and Canals at the same time as the said tender.

4. That other tenders for the said work by other contractors were filed in the Department of Railways and Canals at the same time, and in like form with that of your petitioners.

5. That the tender of your petitioners was the lowest of all the tenders so made and filed with the said Department for the construction of the said work.

6. That the amount or difference in favor of the public between the tender of your petitioners and the lowest tender was about two hundred thousand dollars.

7. That on the tenth of February instant your petitioners were notified by the Department of Railways and Canals that their tender had not been accepted because a cheque upon the Bank of Montreal for the amount of the deposit was not marked good as required by specifications, and that the contract was awarded to a higher tender, as shown by exhibit No. 1 herewith.

8. Your petitioners, complaining of this decision of the Department of Railways and Canals, humbly represent to your Excellency in Council that the said cheque was duly accepted by the Bank of Montreal, at Montreal, on the 24th of January last.

9. That on the 6th of February instant it was presented to the Bank of Montreal, in the City of Ottawa, by Mr. Bradley, the Private Secretary of the Minister of Railways and Canals, that the answer of the manager of the Ottawa branch of said Bank was that this cheque was good till paid, and good from the date; that the Secretary of the Minister of Railways and Canals replied to the manager of the said branch that his statement was satisfactory to the Department, as shown by exhibits 2, 3 and 4 herewith.

10. That the said cheque is still good, that it would have been cashed or paid at any time, and the same is now in possession of the Department of Railways and Canals.

Therefore, your petitioners pray :

1st. That the Order in Council setting aside the tender of your petitioners for want of a cheque marked "good as required by specifications," and awarding the contract of Messrs. Onderdonk and Company, be reconsidered by your Excellency in Council.

2nd. That the tender of your petitioners being the lowest regular tender, be accepted by the Department of Railways and Canals, and the contract awarded to your petitioners, who are willing and ready to execute the same.

And your petitioners will ever pray.

McDONALD & CHARLEBOIS.

Ottawa, February 14th, 1882.

COPY OF EXHIBITS.—EXHIBIT NO. 1.

Telegram from F. Braun, Secretary of the Department of Railways and Canals, to McDonald & Charlebois, the petitioners.

"OTTAWA, 10th February, 1882.

"McDONALD & CHARLEBOIS, Montreal.

"Contract was awarded to Onderdonk, whose tender was lowest, as yours could not be considered for want of cheque marked good as required by specification.

"F. BRAUN."

EXHIBIT NO. 2.

Telegram drafted and franked by Mr. Bradley, Secretary of the Minister of Railways and Canals, who has called upon the Manager of the Bank of Montreal at Ottawa, to ascertain the validity of the cheque deposited by the petitioners, and sent by the manager at Ottawa to the manager at Montreal.

"OTTAWA, 6th February, 1882.

"The Bank of Montreal, Montreal.

"Department of Railways hold McDonald & Charlebois' cheque for \$20,000 certified by Montreal Branch, 24th January. Is it still good, and how long will it be guaranteed?"

"A. DRUMMOND, *Manager*."

EXHIBIT NO. 3.

Telegram in reply to Exhibit No. 2, received and deposited with Mr. Bradley the same day.

"MONTREAL, 6th February, 1882.

"To Bank of Montreal, Ottawa.

"Referring to your telegram to-day—'Please strike out for two days only'—from our acceptance stamp. The cheque will be good until paid.

"SHADBOLT, *Manager*."

EXHIBIT NO. 4.

Copy of extract from a letter written by the Manager of the Bank of Montreal, Ottawa, to the Manager at Montreal.

OTTAWA, 6th February, 1882.

DEAR SIR,—

"I telegraphed you at the request of the Department of Railways relative to the certified cheque of McDonald & Charlebois, \$20,000, put in with their tender recently, and which was accepted for 'two days only.' Your reply to strike out the restriction clause as stamped, and that the cheque will be good until paid, is satisfactory to the Department.

"A. DRUMMOND, *Manager*."

EXHIBIT NO. 5.

Letter from the Manager of the Bank of Montreal, at Montreal, to the petitioners, Messrs. McDonald & Charlebois, Montreal.

"DEAR SIR,—In reference to the telegram from Ottawa to-day, your contract could not be considered for want of cheque marked good, as required by the specification. I beg to state that on the 6th instant I telegraphed to our Ottawa Branch to strike out from our acceptance stamp the words 'for two days only,' and intimated that the cheque would be good until paid.

"Our Ottawa Branch advised me by mail on that day, that they had done as requested and that it was satisfactory to the Department.

"Yours truly,

"E. N. SHADBOLT, *Manager*."

BANK OF MONTREAL, OTTAWA, 17th February, 1882.

T. TRUDEAU, Esq., Deputy Minister Railways and Canals.

DEAR SIR,—I have read the memorial of Messrs Charlebois & McDonald, and with the view of correcting an apparent misapprehension or error in Exhibit No. 2, I have to remark that the telegram of enquiry, dated 6th inst., was drafted by me. Mr. Bradley merely franked a blank for the purpose, which was filled in after he left.

In reference to the 9th clause, and Exhibit No. 4, wherein the reply by telegram from Montreal Branch, stating that the cheque was good and would be good until paid, was expressed as satisfactory to Department.

I enclose copy of letter to Montreal Branch, dated 11th inst., explanatory of this and the circumstances of the case under which the enquiry was made; which led me naturally to infer the reply to be quite satisfactory when I communicated it to the Secretary; but no one in the Department then expressed anything in regard to it, further than the Secretary requested the telegram to be left with him, which I presumed was with the view of being attached to the cheque, and being submitted with it, as the requisite authority for dealing with it as expressed in the telegram.

Your obedient servant,

A. DRUMMOND, *Manager*.

OTTAWA, 11th February, 1882.

The Manager, Montreal.

DEAR SIR,—I have your letter of the 10th inst., *in re* McDonald & Charlebois' cheque.

The enquiry by telegram on 6th inst., was by request of Mr. Bradley, Secretary to the Minister, who called and exhibited the cheque stamped as *good for two days only* from 24th inst. He desired to know if it was still good, merely; but while telegraphing for a special reply from you as to this, in order to inform the Department, I said I would further ask for how long it would be held so; this he said I might do at same time, although his enquiry was only if it was still good.

On receipt of your reply that it was so and would be good until paid, I went over personally to the Department and mentioned your reply to the Secretary.

The cheque I did not again see; but by request I left your telegram with him, as the authority to deal with or treat the cheque as it stated.

I had no knowledge at the time as to whether any decision or not had been arrived at in respect of the tenders to which this cheque had reference, and which were given in and opened on the 1st inst.; nor until the 9th was I made aware that it had been awarded to Mr. Onderdonk, by his calling here in reference to his security through head offices.

I naturally inferred, after leaving your telegram with the Department, that it would be quite satisfactory, and that, as authorized, the restrictive clause would be struck out, but I infer from an expression of the Deputy Minister yesterday, that while in their possession it was held, such an alteration of the terms could not legally be done, and that the cheque at the time of opening tenders was informal from the time it was limited to having previously elapsed.

I presume, therefore, that under the circumstances their tender under the regulations was excluded from consideration.

The difference is not great, however, between their tender and that of Onderdonk, and both being low, they might have had an unprofitable or losing contract, while he, having a large amount of plant there already, could make it pay with his appliances and means.

Mr. McDonald, along with Judge Coursol, called this morning about the matter, apparently desirous to remove any impression with the Department that the cheque was so limited, with any design on their part.

This, no doubt, occurred inadvertently, and without being known when issued, which I explained to the Department previously.

Yours truly, A. DRUMMOND, *Manager*.

(Memorandum.)

February 20th, 1882.

Upon reference of a petition dated the 14th instant, submitted to His Excellency the Governor-General in Council, by Messrs. McDonald & Charlebois, whereby they ask that a certain tender for the work of constructing the portion of the Canadian Pacific Railway between Emory's Bar and Port Moody, passed over on account of informality, be considered, the undersigned has the honor to report as follows:—

That upon the first day of the current month there were received by this Department, in response to advertisements issued, fourteen tenders for this work in question, including one from Messrs. McDonald & Charlebois.

That the specification supplied to intending contractors, and upon which they based their offers, contained in its 92nd clause, provision respecting a cheque to be furnished with the tender, the clause reading as follows:—

"92. No tender will be entertained unless on one of the printed forms prepared for the purpose, and with the schedule of prices filled in; nor unless a bank cheque, marked good by the bank, for \$20,000, accompanies the tender, which shall be forfeited if the party tendering declines or fails to enter into the contract for the works when called upon to do so, upon the tender being accepted."

That, although, as required by the said clause of the specification a cheque for \$20,000, on the Bank of Montreal, dated the 23rd January, 1882, accompanied the tender sent in by Messrs. McDonald & Charlebois, such cheque was marked by the bank on the 24th January, "good for two days only," the tender being thus rendered incomplete in an essential particular.

That on the 6th of February, Mr. Bradley, the private Secretary to the undersigned, called upon the Manager of the Ottawa Branch of the Bank in relation to the said cheque, the result of his interview being embodied in the following memorandum:

Monday, 6th February, 1882.

"*Re* Tenders, Emory's Bar and Port Moody. Under instructions from the Minister, received on Saturday, I called at about half past ten o'clock this morning on Mr. Drummond, Manager of the Bank of Montreal here, and handed him a certain cheque drawn by McDonald & Charlebois, on the Bank of Montreal, dated 23rd January, 1882, for \$20,000, and stamped on the 24th of same month, good for 'two days only,' asking him whether he would pay it. On finding the cheque was marked good for 'two days only,' he shook his head and said it would be necessary to enquire at the head office. He suggested making enquiry, to which I assented. At about one o'clock this day Mr. Drummond called at my office and handed me, in presence of Mr. Trudeau, the telegram from the head office, Montreal, which I this afternoon handed to the Minister, and which is attached hereto, marked with my initials, A. P. Bradley.

The telegram from the head office above referred to, read as follows:—

From Montreal,

OTTAWA, 6th February, 1882.

To Bank of Montreal.

Banker requisite to-day, please strike out for two days only from our acceptance stamp. The cheque will be good until paid.

SHADBOLT.

On the facts having been submitted to Council, it was decided that no change could be made in the wording of the cheque, after the tenders had been received, and the contract was accordingly awarded to the next lowest tenderer, without reference to the informal tender sent in by Messrs. McDonald & Charlebois.

That on the 10th instant the following telegrams were received from Messrs. McDonald & Charlebois:—

Received at Montreal.

10th February, 1882.

To Sir CHARLES TUPPER.

This morning's *Gazette* says that we were the lowest tender for Port Moody section, and as we failed to make the deposit, the contract was awarded to Onderdonk.

This is incorrect, as we are only waiting notice from the Department to complete deposit. Waiting answer.

DUNCAN McDONALD,
A. CHARLEBOIS."

Received at Montreal.

10th February, 1882.

To F. Braun, Secretary Railways and Canals.

Any decision in British Columbia tenders; awaiting notice to make deposit.
Answer.

McDONALD & CHARLEBOIS.

In reply the following telegram was sent by the Department:—

McDONALD & CHARLEBOIS, Montreal.

10th February, 1882.

Contract was awarded to Onderdonk, whose tender was lowest, as yours could not be considered for want of cheque marked *good*, as required by specification.

F. BRAUN, *Secretary*.

The present petition of Messrs. McDonald & Charlebois having been shown to the Manager of the Ottawa Branch of the Bank of Montreal, the following explanatory letter has been received from him, together with a copy of a letter sent by him to the head office on the 11th instant, correcting a misapprehension into which that office appeared to have been led by a previous communication addressed to it by him on the 6th instant.

BANK OF MONTREAL, OTTAWA, 17th February 1882.

T. TRUDEAU, Esq., Deputy Minister Railways and Canals.

DEAR SIR,—I have read the memorial of Messrs. Charlebois and McDonald, and with the view of correcting an apparent misapprehension or error in exhibit No. A., I have to remark that the telegram of enquiry, dated 6th instant, was drafted by me. Mr. Bradley merely franked a blank for the purpose, which was filled in after he left.

In reference to the 9th clause and exhibit No. 4, wherein the reply by telegram from Montreal Branch, stating that the cheque was good and would be good until paid, was expressed as satisfactory to Department, I enclose copy of letter to Montreal Branch, dated 11th instant, explanatory of this and the circumstances of the case under which the enquiry was made, which led me naturally to infer the reply to be quite satisfactory when I communicated it to the Secretary, but no one in the Department then expressed anything in regard to it, further than the Secretary requested the telegram to be left with him, which I presumed was with the view of being attached to the cheque, and being submitted with it as the requisite authority for dealing with it, as expressed in the telegram.

Your obedient servant,

A. DRUMMOND, *Manager*.

BANK OF MONTREAL, OTTAWA, 11th February, 1882.

The Manager, Montreal.

"DEAR SIR,—I have your letter of the 10th instant *in re* McDonald and Charlebois' cheque.

The enquiry by telegram on 6th instant was by request of Mr. Bradley, Secretary to the Minister, who called and exhibited the cheque stamped as good for two days only, from 24th ult. He desired to know if it was still good merely, but while telegraphing for a special reply from you as to this, in order to inform the Department, I said I would further ask for how long it would be held so. This, he said, I might do at same time, although his enquiry was only if it was still good.

"On receipt of your reply that it was so, and would be good until paid, I went over personally to the Department and mentioned your reply to the Secretary.

"The cheque I did not again see, but by request I left your telegram with him as the authority to deal with or treat the cheque as it stated.

"I had no knowledge at the time as to whether any decision or not had been arrived at in respect of the tenders to which the cheque had reference, and which were given in and opened on the 1st instant, nor until the 9th was I made aware that it had been awarded to Mr. Onderdonk, by his calling here in reference to his security through head office.

"I naturally inferred, after leaving your telegram with the Department, that it would be quite satisfactory, and that, as authorized, the restriction clause would be struck out; but I infer, from an expression of the Deputy Minister yesterday, that while in their possession, it was held such an alteration of the terms could not legally be done, and that the cheque at the time of opening tenders was informal, from the time it was limited to having previously elapsed.

"I presume, therefore, that under the circumstances their tender, under the regulations, was excluded from consideration.

"The difference is not great, however, between their tender and that of Onderdonk, and both being low, they might have had an unprofitable or losing contract, while he, having a large amount of plant there already, could make it pay with his appliances and means.

"Mr. McDonald, along with Judge Coursol, called this morning about the matter, apparently desirous to remove any impression with the Department that the cheque was so limited with any design on their part.

"This, no doubt, occurred inadvertently and without being known when issued, which I explained to the Department previously.

"Yours truly,

"A. DRUMMOND."

The undersigned recommends that Messrs. McDonald & Charlebois be informed that having failed to comply with the terms of the specification, the application contained in their present petition cannot be entertained.

Respectfully submitted,

CHARLES TUPPER, *Minister of Railways and Canals.*

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 21st February, 1882.

On a memorandum, dated 20th February, 1882, from the Minister of Railways and Canals, upon reference of a petition, dated the 14th inst., by Messrs. McDonald & Charlebois, whereby they ask that a certain tender for the work of constructing the portion of the Canadian Pacific Railway between Emory's Bar and Port Moody, passed over on account of informality, be considered, and reporting that upon the first day of the current month there were received by his Department, in response to advertisement issued, fourteen tenders for the work in question, including one from Messrs. McDonald & Charlebois.

That the specification supplied to intending contractors, and upon which they based their offers, contained in its 92nd clause provision respecting a cheque to be furnished with the tender, the clause reading as follows:—

"92. No tender will be entertained unless on one of the printed forms prepared for the purpose, and with the schedule of prices filled in, nor unless a bank cheque, marked good by the bank, for \$20,000, accompanies the tender, which shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, upon the tender being accepted."

That, although, as required by the said clause of the specification, a cheque for \$20,000 on the Bank of Montreal, dated the 23rd January, 1882, accompanied the tender sent in by Messrs. McDonald & Charlebois, such cheque was marked by the bank on the 24th January "good for two days only," the tender being thus rendered incomplete in an essential particular.

That on the 6th of February Mr. Bradley, the Private Secretary to the Minister of Railways and Canals, called upon the Manager of the Ottawa Branch of the Bank, in relation to the said cheque, the result of this interview being embodied in the following memorandum :—

" Monday, 6th February, 1882.

" *Re Tenders Emory's Bar and Port Moody.*

" Under instructions from the Minister, received on Saturday, I called at about half-past ten o'clock this morning, on Mr. Drummond, Manager of the Bank of Montreal here, and handed him a certain cheque drawn by McDonald and Charlebois on the Bank of Montreal, dated 23rd January, 1882, for \$20,000, and stamped on the 24th of same month, "good for two days only," asking him whether he would pay it. On finding that the cheque was marked "good for two days only," he shook his head and said it would be necessary to enquire at the head office.

" We suggested making enquiry, to which I assented. At about one o'clock this day, Mr. Drummond called at my office and handed me, in presence of Mr. Trudeau, the telegram from the head office, Montreal, which I this afternoon handed to the Minister, and which is attached hereto, marked with my initials.

" A. P. BRADLEY."

That the telegram from the head office above referred to, read as follows :

" OTTAWA, 6th February, 1882.

" From Montreal, to Bank of Montreal.

" Banker requisite to-day. Please strike out for two days only from our acceptance stamp. The cheque will be good until paid.

" SHADBOLT."

That all the facts having been submitted to Council, it was decided that no change could be made in the wording of the cheque after the tenders had been received, and the contract was accordingly awarded to the next lowest tenderer, without reference to the informal tender sent in by Messrs. McDonald & Charlebois.

That on the 10th inst. the following telegrams were received from Messrs. McDonald and Charlebois :—

" February 10th, 1882.

(Received at Montreal.)

" To Sir CHARLES TUPPER.

" This morning's *Gazette* says that we were the lowest tender for Port Moody section, and, as we failed to make the deposit, the contract was awarded to Onderdonk. This is incorrect, as we are only waiting notice from the Department to complete deposit. Waiting answer.

" DUNCAN McDONALD,
" A. CHARLEBOIS."

" 10th February, 1882.

(Received at Montreal.)

" To F. BRAUN, Secretary, Railways and Canals.

" Any decision in British Columbia tenders? Awaiting notice to make deposit. Answer.

" McDONALD & CHARLEBOIS."

In reply the following telegram was sent by the Department :—

" February 10th, 1882.

" McDONALD & CHARLEBOIS, Montreal.

" Contract was awarded to Onderdonk, whose tender was lowest, as yours could not be considered for want of cheque marked good, as required by specification.

F. BRAUN, *Secretary.*

That the present petition of Messrs. McDonald & Charlebois having been shown to the Manager of the Ottawa Branch of the Bank of Montreal, the following explanatory letter has been received from him, together with a copy of a letter sent by him to the head office on the 11th instant, correcting a misapprehension into which that office appeared to have been led by a previous communication addressed to it by him on the 6th instant.

"BANK OF MONTREAL, OTTAWA, 17th February, 1882.

"T. TRUDEAU, Esq., Deputy Minister of Railways and Canals.

"DEAR SIR,—I have read the memorial of Messrs. Charlebois & McDonald, and with the view of correcting an apparent misapprehension or error in exhibit No. 2, I have to remark that the telegram of enquiry, dated 6th instant, was drafted by me, Mr. Bradley merely franked a blank for the purpose which was filled in after he left.

"In reference to the 9th clause and exhibit No. 4, wherein the reply by telegram from the Montreal Branch, stating that the cheque was good until paid was expressed as satisfactory to Department, I enclose copy of letter to Montreal Branch dated 11th instant, explanatory of this and the circumstances of the case under which the enquiry was made which led me naturally to infer the reply to be quite satisfactory when I communicated it to the Secretary, but no one in the Department then expressed anything in regard to it further than the Secretary requested the telegram to be left with him, which I presumed was with the view of being attached to the cheque and being submitted with it as the requisite authority for dealing with it as expressed in the telegram.

"Your obedient servant,

"A. DRUMMOND, Manager."

"BANK OF MONTREAL, OTTAWA, 11th February, 1882.

"The Manager, Montreal.

"DEAR SIR,—I have your letter of the 10th instant *in re* McDonald & Charlebois' cheque. The enquiry by telegram on 6th instant was, by request of Mr. Bradley, Secretary to the Minister, who called and exhibited the cheque, stamped as good for two days only from 24th ultimo. He desired to know if it was still good merely, but while telegraphing for a special reply from you as to this, in order to inform the Department, I said I would further ask how long it would be held so. This, he said, I might do at the same time, although his enquiry was only if it was still good. On receipt of your reply that it was so and would be good until paid, I went over personally to the Department and mentioned your reply to the Secretary.

"The cheque I did not again see, but by request I left your telegram with him as the authority to deal with or treat the cheque as it stated.

"I had no knowledge at the time as to whether any decision or not had been arrived at in respect of the tenders to which the cheque had reference, and which were given in and opened on the 1st inst.; nor until the 9th was I made aware that it had been awarded to Mr. Onderdonk, by his calling here in reference to his security through head office.

"I naturally inferred, after leaving your telegram with the Department, that it "would be quite satisfactory, and that, as authorized, the restrictive clause would be "struck out, but I infer, from an expression of the Deputy Minister yesterday, that "while in their possession it was held such an alteration of the terms could not "legally be done, and that the cheque at the time of opening tenders was informal, "from the time it was limited to having previously elapsed. I presume, therefore, "that under the circumstances their tender, under the regulations, was excluded from "consideration.

"The difference is not great, however, between their tender and that of Onderdonk, and both being low they might have had an unprofitable or losing contract, while he, having a large amount of plant there already, could make it pay with his appliances and means.

"Mr. McDonald along with Judge Coursol called this morning about the matter, apparently desirous to remove any impression with the Department that the cheque was so limited with any design on their part.

"This, no doubt, occurred inadvertently and without being known when issued which I explained to the Department previously.

"Yours truly,
"A. DRUMMOND."

The Minister recommends that Messrs. McDonald and Charlebois be informed that having failed to comply with the terms of the specification, the application contained in their present petition cannot be entertained.

The Committee submit the foregoing recommendation for Your Excellency's approval.

Certified. J. O. COTE, *Clerk P.C.*

20th February, 1882.

SIR,—I have the honor to forward herewith, for your examination and approval, a form of indenture proposed to be executed by Mr. Andrew Onderdonk, being his contract for the work of constructing that portion of the Canadian Pacific Railway between Emory's Bar and Port Moody. Also, a form of indenture relating to the five per cent. security to be given by him under such contract.

I have the honor to be, Sir, your obedient servant,

F. BRAUN, *Secretary.*

Z. A. LASH, Esq., Deputy to the Minister of Justice.

OTTAWA, 21st February, 1882.

SIR,—I have the honor to return herewith, the drafts of the contract of Mr. Onderdonk, for the construction of that portion of the Canadian Pacific Railway between Emory's Bar and Port Moody, and the agreement to be signed by him respectively, the five per cent. security to be deposited with the Receiver-General.

Both documents appear to be correct in point of form.

Your obedient servant,

A. POWER, *for Deputy Minister of Justice.*

F. BRAUN, Esq., Secretary of Railways and Canals.

BANK OF MONTREAL, MONTREAL, 10th February, 1882.

SIR,—I have the honor to inform you that this bank holds at its office in the city of New York, for account of the Receiver-General of Canada, the sum of one hundred and twenty-five thousand dollars (\$125,000) as security for the faithful performance by Mr. Andrew Onderdonk of his contract for the construction of section of the Canadian Pacific Railway from Emory's Bar to Port Moody, and the bank hereby undertakes to transfer the said amount of one hundred and twenty-five thousand dollars to the credit of the Hon. Receiver-General's ordinary account at its Ottawa Branch, free of charge, upon application to that effect.

I have the honor to be, Sir, your obedient servant,

W. J. BUCHANAN, *General Manager.*

Hon. Sir CHARLES TUPPER, C.B.,
Minister of Railways and Canals, Ottawa.

OTTAWA, 13th February, 1882.

SIR,—I am directed to transmit you herewith, to be retained in your office, a deposit receipt of the Bank of Montreal for the sum of \$125,000, being the amount of the 5 per cent. security given by Mr. Andrew Onderdonk, under his contract for the construction of the section of the Canadian Pacific Railway from Emory's Bar to Port Moody.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary.*

J. M. COURTNEY, Esq., Deputy Minister of Finance.

21st February, 1882.

SIR,—I beg to return herewith the cheque for \$20,000 which accompanied your tender for the construction of the section of the Canadian Pacific Railway from Emory's Bar to Port Moody.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary.*

ANDREW ONDERDONK, Esq., Contractor, Yale, B.C.

Enclose cheque for \$20,000, on the Bank of Montreal, Ottawa, dated Ottawa, January 31st, 1882, and signed "A. Onderdonk."

OTTAWA, 25th February, 1882.

SIRS,—With reference to the petition addressed by you to His Excellency the Governor-General in Council on the 14th instant, praying that the decision awarding the contract for the construction of the portion of the Canadian Pacific Railway between Emory's Bar and Port Moody, may be reconsidered, and that the contract in question be awarded to yourselves, I am instructed to state that by an Order in Council dated the 21st instant, based on a full reconsideration of the facts of the case, it has been directed that your firm be informed that having failed to comply with the terms of the specification, the application contained in the petition referred to cannot be entertained.

I am, Sirs, your obedient servant,

F. BRAUN, *Secretary.*

MESSRS. McDONALD & CHARLEBOIS, Montreal.

FURTHER RETURN

(48a)

Of DOCUMENTS in answer to an ADDRESS from the HOUSE OF COMMONS, dated 23rd February, 1882;—calling for Advertisements, Specifications, Conditions, Tenders, Correspondence, Orders in Council, and all other Papers relative to the letting of the Railway Work between Emory's Bar and Port Moody, B.C.

MONTREAL, 24th February, 1882.

DEAR SIR CHARLES,—I am extremely sorry to find so much discussion in the press with reference to the Port Moody letting.

I have not taken any part in the matter since I called on you with Judge Coursol on Saturday, 11th instant.

I was not satisfied with your decision with reference to the cheque, and I am satisfied you were wrong, as I knew the cheque was good from date, and two days is simply a clerical error and put on unintentionally by the Bank.

I made up my mind, on my return from Ottawa, to take no further part in it and let the matter drop. Any proceedings taken by Mr. Charlebois, whose name was on the tender with me, has been taken by himself and on his own responsibility.

I remain your obedient servant,

Hon. Sir CHARLES TUPPER.

DUNCAN McDONALD.

MONTREAL, 25th February, 1882.

SIR,—We beg to enclose herewith (1) Copy of letter addressed by us to E. S. Clouston, Manager of the Bank of Montreal, on 23rd instant; (2) Mr. Clouston's reply of same date—in order that such letters may be filed in your Department.

These letters show conclusively that the cheque of \$20,000, certified as good by said bank and deposited by us with our tender for contract on the Canadian Pacific Railway as security, was in good faith and good until paid, without restriction.

We are, Sir, your obedient servants,

McDONALD & CHARLEBOIS

F. BRAUN, Esq., Secy. Dept. Railways and Canals, Ottawa.

MONTREAL, 23rd February, 1882.

DEAR SIR,—On the 24th January last we obtained at your bank our certified cheque upon you for twenty thousand dollars, and it was known to you that the same was to be used in our contemplated tender to the Government for railway work.

Notwithstanding the fact that our tender was the lowest, we are, nevertheless, in danger of being deprived of our right to the contract on the grounds that the cheque in question was certified "good for two days only." We will be obliged if you will state whether or not the limit as to time in the certificate on the cheque in question was merely a clerical error, and that the intention of the bank was to guarantee the goodness of the cheque until paid.

We will also be obliged if you state in your reply to this if any enquiry was made from Ottawa as to the goodness of the cheque and what steps you took to correct the error, and oblige,

E. S. CLOUSTON, Esq., Manager.

Your obedient servants,

McDONALD & CHARLEBOIS.

MONTREAL, 23rd February, 1882.

GENTLEMEN,—In reply to your letter of this date concerning the cheque of \$20,000, accepted by us on the 24th ult., for your use in connection with your tender to the Government for railway work, I beg to say that the limit of two days only was unintentional and was simply an oversight, that this was not at once struck out. It was certainly our intention to guarantee the cheque until paid. On discovery of the flaw on the 6th instant our Ottawa manager wired us of it, and I replied requesting him to strike out the objectionable words, and saying the cheque would be good until paid; to which he replied by letter of same date: "Your reply to strike out restriction clause as stamped, and the cheque will be good until paid, is satisfactory to the Department."

Yours truly,

E. S. CLOUSTON, *Manager*.

Messrs. McDONALD & CHARLEBOIS, Montreal.
